## INFORMATION TO OFFERORS OR QUOTERS SECTION A - COVER SHEET

1. SOLICITATION NUMBER

CD0000 01 D 000

a. SEALED BID

2. (X one)

SP0600-01-R-0062

b. NEGOTIATED (RFP)
c. NEGOTIATED (RFQ)

#### INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals." NOTE: The new title of this clause is "LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF PROPOSALS."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must be set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including Zip Code)

ATTN: BRENDA HALL/DESC-FPB/RM 2941 PPN: 6.3

DEFENSE ENERGY SUPPORT CENTER

8725 JOHN KINGMAN ROAD, SUITE 4950 FAX: 703-767-9338 FORT BELVOIR, VA 22060-6222 TELEPHONE: 703-767-9342

4. ITEMS TO BE PURCHASED (Brief description)

ALONGSIDE AIRCRAFT REFUELING AND RELATED SERVICES AT NAS WHIDBEY ISLAND, WASHINGTON FOR THE PERIOD MARCH 1, 2002 THROUGH FEBRUARY 28, 2006.

5. P	5. PROCUREMENT INFORMATION (X and complete as applicable)				
X	X a. THIS PROCUREMENT IS UNRESTRICTED				
	b. THIS PROCUREMENT IS A% SET-ASIDE FOR ONE OF THE FOLLOWING (X One). (See Section I of the Table of Contents in this solicitation for details of the set-aside.)				
	(1) Small	(2) Labor Surplus Area	(3) Combined Small Business/Labor Area		

- 1. Facsimile proposals are **NOT** authorized for this solicitation. Offers should be submitted on the most favorable terms possible from a price and technical standpoint.
- 2. Please be certain to clearly identify all exceptions to the solicitation's terms and conditions, if any, and acknowledge receipt and acceptance of all amendments to this solicitation.
- 3. If your firm does not wish to offer on this solicitation, but does which to remain on the mailing list, this form must be returned to DFSC within 30 days after the closing date of the solicitation. FAILURE to respond within the time frame may result in automatic removal from the mailing list.

7.	PUI	INI	OF	CONTA	CI	FU	K I	NF	UK	VIA I	IUN	ı

a. NAME (Last, First, Middle Initial)		b. ADDRESS (Including Zip Code)		
BRENDA HAL	.L	ATTN: BRENDA HALL/DESC-FPB		
		DEFENSE ENERGY SUPPORT CENTER		
c. TELEPHONE NUMBER (Including A	rea Code and	8725 JOHN KINGMAN ROAD, SUITE 2941		
Extension) (NO COLLECT CALLS)	703-767-9342	FORT BELVOIR, VA 22060-6222		

SOLICITATION, OFFER AND AWARI					THIS CONTRACT IS A RATED ORDER RATING     UNDER DPAS (15 CFR 350)				PAG	E OF	PAGES			
2. C	ONTRACT	NO.	3. SOLICITATION	NO.	4. TYPE	4. TYPE OF SOLICITATION		N	5. DATE ISSUED		6. REC	UISITIO	I   N/PURCH.	ASE NO.
							LED BID	(IFB)						
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Def	ense Ene	rgy Support Center					ATT	N: Bid C	ustodian/D	ESC-CPC	/Rm. 3	829		
		Kingman Rd., Suite	4950				Defe	nse Energ	gy Support (	Center				
		VA 22060-6222	LEDD				8725	John J. k	Kingman Rd	., Suite 495	60			
-	-	ol: Brenda Hall/DESC -767-9342 Fax: 70		PP:	6.2			,	A 22060-62					
							Fax:	703-767-	8506 Ver	ification: 7	703-767	7-8758		
NO	IOTE: In sealed bid solicitation "offer" and "offeror mean "bid" and "Bidder".													
	SOLICITATION  Sealed offers in original and 1 (ONE) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item													
		-	-	-							at the	place	specifie	d in Item
8, c	r if hand	carried, in the depor	sitory located in	DESC-CPC,	Rm. 3829	until				•				
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							,		of Contracting	Officer)				
IMP	IMPORTANT - Award will be made on this form, or on the Standard Form 26, or by other authorized official written notice.													

8. REASONS FOR NO RESPONSE	(X all that apply)			
a. CANNOT COMPLY WITH SPECIFI	ICATIONS	b. CANNOT	MEET DELIVERY REQUIREMENTS	
c. UNABLE TO IDENTIFY THE ITEM(S)		+++	REGULARLY MANUFACTURE OR SE	LL THE TYPE OF ITEMS
e. OTHER (Specify)		•		
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a. COMPANT NAME		D. ADDRE	SS (Including Zip Code)	
c, ACTION OFFICER				
(1) Typed or Printed Name	(2) Title		(3) Signature	(4) Date Signed
(Last, First, Middle Initial)	(1)		(,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,,	(YY-MM-DD)
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SP0600-01-R-0062

MAY 31, 2001

3:00 PM

TO ATTN: BID CUSTODIAN, DESC-CPC, ROOM 3829
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN KINGMAN ROAD
FORT BELVOIR, VA 22060-6222

#### ATTACHMENT TO DD FORM 1707

#### SOLICITATION SP0600-01-R-0062

- 4. Notice: Any contract awarded to a Contractor who, at the time of award was suspended, debarred, ineligible for receipt of contract with Government Agencies or in receipt of a notice of proposed debarment from any Government Agency, is voidable at the option of the Government.
- 5. Any questions regarding this requirement should be submitted to this office either by mail or fax (703)767-9338 no later than May 11, 2001.
- 6. A pre-proposal conference is scheduled for May 22, 2001 at 0900 hours at NAS Whidbey Island, WA (see clause L196). You must preregister by either e-mail (bhall@desc.dla.mil) or faxing (703-767-9338) the name(s) of the individual(s) who plan to attend to Ms. Brenda Hall, Contract Specialist, not later than May 18, 2001.

#### **IMPORTANT NOTICES:**

All contractors must be registered in the Central Contractor Registration. See clause I1.07 for details.

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#### SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

#### B30 SERVICES TO BE FURNISHED (AARD) (DESC APR 1995)

The following services are to be provided for the period March 1, 2002 through February 28, 2006 at NAS Whidbey Island, Washington:

#### MARCH 1, 2002 THROUGH FEBRUARY 28, 2006

LINE ITEM	DESCTIPTION OF SERVICES	PRICE PER MONTH
0001	Alongside Aircraft Refueling Operations to include the dispatch function.	\$
0002	Fuel Storage and Distribution Operations to include operations of the Government furnished vacuum truck (Seaplane Base and Ault Field).	\$
0003	Ground Fuel and Fuel Oil Delivery Operations.	\$
0004	Service Station Operations (Seaplane Base and Ault Field).	\$
0005	Fuel Laboratory Operations.	\$
0006	NONPERSONAL SERVICES AND SUPPLIES:  (COST REIMBURSEMENT - MAINTENANCE)  The Contractor shall furnish propersonal services, maintenance, and supplied to the contractor shall furnish propersonal services.	Estimated \$5,000/Year

The Contractor shall furnish nonpersonal services, maintenance, and supplies at NAS Whidbey Island in accordance with Segment II, Section C-4.0.

**NOTE:** The Contractor will be reimbursed for services, under Line Item 0006, actually performed as approved by the Contracting Officer or the Contracting Officer's Representative, when applicable, for purchases of supplies or services (see Section C-4.0, LOGISTICS SUPPORT, COST REIMBURSABLE). The amount for this line item is for Government administrative fund obligation and represents the Government's best estimate of cost reimbursable supplies, services, and overtime for each contract year. **All G&A and profit for this line item must be included in Line Item 0001.** If the Government exceeds this estimate by 25 percent, G&A and profit will be allowed for any work beyond that amount.

#### 0007 AUGMENTATION

(a) Payment for augmentation worked in accordance with Section C-4.3 shall be at the following rates (show computation in (b) below):

SUBLINE ITEM #	<u>POSITION</u>	HOURLY RATE
0007AA	Truck Driver Tractor Trailer - Straight Time	\$/hour
0007AB	Truck Driver Tractor Trailer - Overtime	\$/hour
0007AC	Fuel System Distribution Oper - Straight Time	\$/hour
0007AD	Fuel System Distribution Oper - Overtime	\$/hour

#### (b) AUGMENTATION RATES.

#### STRAIGHT TIME - CATEGORY

Base Rate

Plus applicable Fringes

Subtotal

Plus PT&I\* (specify rate

Subtotal

Plus Profit (specify rate) Total Straight-Time Rate

#### **OVERTIME - CATEGORY**

Base Rate times 1.5 Plus PT&I\* (as specified above) Subtotal Plus Profit (as specified above) Total Overtime Rate

#### \*Payroll Taxes and Insurance

**NOTE:** When contract contains an option, proposed rates for option periods should be the same as for the basic contract period. When contract is multiyear, proposed rates for each performance period should be the same as for the first performance period. Rates will be adjusted for performance periods with issuance of a new Wage Determination in accordance with the FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT clause.

(DESC 52.207-9F80)

#### B30.01 SCHEDULE OF PAYMENTS (AARD) (MULTIYEAR) (DESC APR 1994)

- (a) The Contractor shall be paid monthly, commencing at the end of the first month, for each month of all performance periods, a sum equal to the amount specified for all line items.
- (b) Funds cited on the contract do not include funds for payment of Line Item <u>0006 & 0007</u> contained in the Schedule. The activity will administer and obligate funds for this item on DD Form 1155.

(DESC 52.232-9FR5)

#### SECTION C - DESCRIPTION/SPECIFICATIONS

#### SEE SEGMENT II

#### SECTION E - INSPECTION AND ACCEPTANCE

#### E5.03 INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)

- (a) **DEFINITION. Services**, as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable, at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(FAR 52.246-4)

#### E29 INITIAL ON-STATION INSPECTION (AARD) (DESC MAR 1997)

- (a) **INSPECTION.** The initial on-station inspection is for the sole benefit of the Government and the Government may partially or totally waive its right of inspection at its discretion. The date, time, and place of inspection may be changed by the mutual agreement of the parties.
- (b) **TIMEFRAME.** Unless notified otherwise, all equipment shall be available for Government inspection at the installation where services are to be performed four calendar days prior to the start of the delivery period. No work may be performed on the equipment during the inspection period except as permitted by the Government. The Government will complete inspection of the Contractor's equipment no later than the calendar day preceding the date aircraft fuel delivery services are to commence.
- (c) **ENTRY.** The Contractor is responsible for making necessary arrangements with the Commanding Officer of such installation or an authorized representative regarding entry into the installation.
  - (d) TANK INTERIORS. Equipment presented for inspection shall be vapor free.
- (e) **FILTRATION MEDIA.** If requested by the Government, the Contractor shall be responsible for disassembling filtration units to facilitate the inspection. The Contractor shall present, at the time of the inspection, written certification attesting to the last date on which each filter element was changed and shall provide a historical record denoting pressure drip data for each filter element (if such certification and pressure drip data exists).
- (f) **CONTRACTOR REPRESENTATIVE.** Representation by the Contractor at the inspection shall be limited to one individual except when additional personnel have been specifically authorized by the Government.
- (g) **DEFAULT.** If the Contractor fails to make the equipment available on the date specified or otherwise mutually agreed upon, or if the inspection discloses that the equipment is not in conformance with contract requirements, the Government may terminate this contract for default.
- (h) **REINSPECTION.** If the Government discovers equipment deficiencies during the initial inspection, the Government may, at its discretion, conduct a reinspection at the Contractor's expense. (DESC 52.246-9FF5)

#### E30.01 DESIGNATION OF QUALITY REPRESENTATIVE (AARD) (DESC MAR 1981)

Responsibility for the inspection of the quality of performance of services and of the equipment used in the performance of the services under this contract is assigned to the Commanding Officer at the location at which these services are performed.

(DESC 52.246-9F30)

#### SECTION F - DELIVERIES AND PERFORMANCE

#### F30.05 ORDERING CONDITIONS (AARD) (DESC APR 1984)

Orders issued pursuant to the ORDERING clause may, at the discretion of the Ordering Officer, be oral. Orders issued under this clause shall be subject to written confirmation, to include obligation of funds. Such orders shall be "issued" for purposes of this contract at the time of issuance shown on the Ordering Officer's written log. The Ordering Officer is responsible for ensuring that funds are available prior to issuing verbal orders. (DESC 52.216-9FE5)

#### SECTION G - CONTRACT ADMINISTRATION

#### G1 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5.

(DFARS 252.242-7000)

#### G3 INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected.

(DESC 52.211-9FH5)

#### G3.01 PAYMENT DUE DATE (DESC OCT 1988)

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday.

(DESC 52.232-9F45)

#### G8 DESIGNATION OF PROPERTY ADMINISTRATOR (AARD) (DESC APR 1970)

The Property Administrator will be the Commanding Officer at the location at which services required hereunder are performed. (DESC 52.242-9F60)

#### G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds
Transfer (EFT) applies. (See the PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION
or the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor):	
	(DO NOT EXCEED 25 CHARACTERS)
(b) Check Remittance Address:	
(DO NOT EX	CEED 30 CHARACTERS PER LINE)
(c) Narrative Information (special instruc	etions).

(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

# G9.09 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

- (a) METHOD OF PAYMENT.
- (1) All payments by the Government under this contract, shall be made electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the information transfer.
  - (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-
    - (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).
- (b) **CONTRACTOR'S EFT INFORMATION.** The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

#### G9.09 Cont'd.

- (c) **MECHANISMS FOR EFT PAYMENT.** The Government shall make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.
- (d) **SUSPENSION OF PAYMENT**. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- (e) **CONTRACTOR EFT ARRANGEMENTS.** The Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

#### (f) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.

- (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--
  - (i) Making a correct payment;
  - (ii) Paying any prompt payment penalty due; and
  - (iii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--
- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) of this clause shall apply.
- (g) **EFT AND PROMPT PAYMENT.** A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (h) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require a condition of any such assignment that the assignee shall register in the CCR database and shall by paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect within the meaning of paragraph (d) of this clause.
- (i) **LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Government is not liable for errors resulting from changes in EFT information made by the Contractor's financial agent.
- (j) **PAYMENT INFORMATION.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall m ail the payment information to the remittance address contained in the CCR database.

(FAR 52.232-33)

#### G16 SUBMISSION OF INVOICES FOR PAYMENT (AARD) (DESC AUG 1999)

Contractor's invoices, in quadruplicate, stating the gallonage handled and truck movements made during the month for which reimbursement is due, shall be submitted monthly to the Station Commanding Officer or his designee for certification. A separate invoice should be submitted detailing augmentation hours worked in accordance with the Statement of Services and Schedule of Work. Invoices shall be accompanied by such forms as are prescribed by the Commanding Officer under this contract.

(DESC 52.232-9FE1)

#### SECTION H - SPECIAL CONTRACT REQUIREMENT

#### H11 GUARD SERVICE (DESC MAR 1982)

- (a) In the event the Government requires guard service and/or other protective services or facilities not otherwise provided by the Contractor pursuant to the terms of this contract, the Government shall have the right--
  - (1) To provide such service; or
  - (2) To require the Contractor to provide such guard service; and/or
  - (3) To require the Contractor to provide such other protective services or facilities.
- (b) The actual cost of providing said services or facilities under (2) and/or (3) above will be for the account of the Government and will be recognized by a modification to this contract.

(DESC 52.211-9FK1)

#### H20 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)

- (a) The Contractor shall provide an annual report--
  - (1) For all DoD property for which the Contractor is accountable under the contract;
- (2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form; and
  - (3) In duplicate, to the cognizant Government property administrator, no later than October 31.
- (b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations. (DFARS 252.245-7001)

#### H51.01 INSURANCE REQUIREMENTS (AARD) (DESC MAR 1990)

(a) The General Liability Workmen's Compensation and Automobile Liability Insurance to be procured and maintained by the Contractor pursuant to the provisions of the INSURANCE - WORK ON A GOVERNMENT INSTALLATION clause shall provide at least the following minimum coverage:

#### GENERAL LIABILITY INSURANCE.

Bodily Injury	AT LEAST \$500,000 per person
Property Damage	AT LEAST \$ 50,000 per accident
Workmen's Compensation	AT LEAST \$100,000 except in states
with exclusive monopolistic funds which do not permit	the writing of workmen's compensation by private
carriers (Nevada, North Dakota, Ohio, Oregon, Washing	gton, West Virginia, and Wyoming).

#### AUTOMOBILE LIABILITY INSURANCE.

Bodily Injury	AT LEAST \$200,000 per person
	AT LEAST \$500,000 per accident
Property Damage	AT LEAST \$ 20,000 per accident

(b) Within 30 days from the date of award, or upon request by the Contracting Officer, the Contractor shall submit the required certificates of insurance to the Contracting Officer.

(DESC 52.228-9F10)

#### SECTION I -CONTRACT CLAUSES

#### THIS CLAUSE DOES NOT APPLY TO FOREIGN VENDORS PERFORMING OUTSIDE THE UNITED STATES.

#### I1.07 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 2000)

- (a) **DEFINITIONS.** As used in this clause-
- $(1) \ \ \textbf{Central Contractor Registration (CCR) database} \ \text{means the primary DoD repository for Contractor information required for the conduct of business with DoD.}$
- (2) **Data Universal Numbering Systems (DUNS) number** means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) **Data Universal Numbering System + 4 (DUNS+4) number** means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

#### I1.07 Cont'd.

- (4) **Registered in the CCR database** means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.
- (b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
  - (3) Lack of registration in the CCR database will make an offeror ineligible for award.
- (4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.
- (d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling **1-888-227-2423** or via the Internet at http://www.ccr2000.com.

(DFARS 252.204-7004)

#### I1.19 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1). clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any DOD FAR Supplement Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(FAR 52.252-6)

#### I1.20 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses:

FAR/DFARS: <a href="http://farsite.hill.af.mil">http://farsite.hill.af.mil</a>
FAR/DFARS: <a href="http://www-far.npr.gov">http://www-far.npr.gov</a>

DLAD: <a href="http://www.procregs.hq.dla.mil/icps.htm">http://www.procregs.hq.dla.mil/icps.htm</a>

(FAR 52.252-2)

#### I28.30 AWARD FEE PROCEDURES (DESC APR 1997)

#### (a) **GENERAL**.

- (1) This clause establishes procedures for determination of an award fee payable under this contract. The payment of any award fee is contingent upon compliance with the contractual requirements and performance at the level specified in each of the individual criteria set forth in the contract. It is the Government's desire that the Contractor perform services in such a manner as to warrant the highest possible rating and award fee. The Contractor's failure to maintain acceptable levels of performance in all areas of this contract may result in no award fee being issued. The award fee determination is not subject to the DISPUTES clause. The maximum award fee payable in any award fee period is one fourth of the total annual award fee. Any amount not awarded in one quarter will not be available for any subsequent quarter.
- (2) The Contracting Officer (CO) may unilaterally make changes to this plan. Any changes will be made by modification (Standard Form 30) to the contract. Modifications will be forwarded to the Contractor prior to the beginning of the evaluation period to which the changes apply. If the Contractor is not provided with a copy of this modification or the modification is not provided on time, the existing plan coverage will continue in effect for the next evaluation period.
- (3) If work is added to the contract during its life, there will be no adjustment to the award fee; however, the performance of such additional work will be considered in making the evaluation.

- (4) If work is deleted from the contract, the maximum award fee may be reduced in the proportion that the price for the deleted work bears to the original contract price.
- (b) **AWARD FEE AMOUNT.** The amount of award that can be earned for each 12 month period is \$60,000.00. The amount of award fee that can be earned for each evaluation is \$15,000.00.

#### (c) **PROCEDURES.**

- (1) **Award Fee Board.** An Award Fee Board (AFB) composed of personnel of the Naval Air Station Whidbey Island, WA will evaluate the Contractor's performance as related to the criteria listed herein. Following the end of each 3 month rating period, the AFB will submit a formal evaluation report for each category to the CO.
- (2) **Contractor Self-Evaluation.** The Contractor may submit a concise, written self-evaluation of performance limited to 5 pages (face only) with no appended material within 15 days of the end of the evaluation period. This report will be submitted to the Contracting Officer's Representative (COR) for transmittal to the AFB.
- (3) The Contracting Officer will review the AFB report and the Contractor's self-evaluation, make a formal award fee determination, and notify the Contractor in writing of the decision. A contract modification will be issued for the amount of the award fee. The Contractor shall request the award fee payment by submitting an invoice in accordance with the CO's instructions. The decision of the CO will be final and shall not be subject to the DISPUTES clause.
- (d) **METHOD OF DETERMINING AWARD FEE.** The Contractor shall be rated on overall truck operations response times and dispatcher, truck operations and vehicle maintenance, bulk fuel operations, documentation and physical inventory, safety and training, overall analysis of contract management, and customer satisfaction. The CO shall determine the award fee amount after evaluating all pertinent information, which includes the Contractor's self-evaluation and AFB recommendations. The CO may also take into consideration other factors, such as initiatives to improve performance and innovative techniques that respond to or preclude problems.
- (e) **EVALUATION PROCEDURES.** The Contractor's performance shall be evaluated using the criteria presented below. A weight factor for each category has been established. The rating for each category (80-100 points) will be multiplied by the weighted factor assigned to that category to compute the evaluation for each category. The evaluation ratings will be added for a total weighted evaluation rating, which will then be multiplied by the available award fee amount to arrive at the earned award fee.

Category	<u>Criteria</u>	Rating	Weighted <u>Factor</u>	Evaluation Rating
(1)	Truck Operations Response Times and Dispatcher		x 0.30	=
(2)	Truck Operations and Vehicle Maintenance		x 0.15	=
(3)	Bulk Fuel Operations		x 0.15	=
(4)	Documentation and Physical Inventory		x 0.10	=
(5)	Safety and Training		x 0.10	=
(6)	Overall Analysis of Contract Management		x 0.10	=
(7)	Customer Satisfaction		x 0.10	=

Total Weighted Evaluation Rating = \_\_\_\_\_

#### I28.30 Cont'd.

**Truck Operations Response Times** (C-1 & 5) and Dispatcher (C-5.2)

**(2) Truck Operations and Vehicle Maintenance** (C-4 & 5, NAVAIR 00-80T-109) **(3) Bulk Fuel Operations** (C-5.2)

**(4) Documentation and Physical Inventory** (C-1.21 & C-8.3)

Contractor consistently improves on required response times. Average response time is significantly better than required. Contractor employees are prompt, courteous, flexible, and responsive to customer requests.

Contractor vehicles meet specifications without Government input. Deficiencies are corrected promptly and properly. Required inspections are always performed on time, and the inspection reports filled out correctly.

Contractor performs all operations IAW required procedures without Government guidance. Anticipates operational changes without delay and resolves problems independently.

Documents are always submitted timely. They are legible, up-to-date, and accurate with no corrections necessary.

**(5) Safety and Training** (C-1.6 & C-1.21)

Contractor displays an outstanding effort to promote a safe working environment. All safety procedures are followed with employees consistently exceeding the minimum requirements. No safety mishaps have occurred and training records are kept up-to-date and accurate.

**(6) Overall Analysis of Contract** Management

Contractor is consistently cooperative and communicative, and immediately responds to customer requests. Operational changes are handled with no delays in operations. Contractor independently resolves problems relative to contract performance. A minimum of contract oversight by the Navy and DESC is necessary.

**Customer Satisfaction** 

**(7)** 

Customer feedback reflects a commitment by the Contractor to customer satisfaction. Validated customer complaints are rare.

(DESC 52.216-9F95)

#### THE FOLLOWING CLAUSE APPLIES THE AUGMENTATION LINE ITEM.

#### **I84** REOUIREMENTS (OCT 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

#### I84 Cont'd.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after **February 28**, **2006**, **plus any extensions**.

(FAR 52.216-21)

#### I113 GOVERNMENT USE OF CONTRACTOR-OWNED EQUIPMENT (DESC MAY 1982)

If for any reason the Contractor's right to perform the services required by this contract is terminated, the Contractor agrees that the Government shall have the right to use and operate any or all of the Contractor's equipment for a period not to exceed 120 days for the purpose of servicing aircraft. Contractor shall be paid for the use of equipment at the rate of \$30.00 per day per refueler/defueler/oiler used. The Contractor shall be responsible for removing such equipment at no cost to the Government when notified by the Contracting Officer.

(DESC 52.211-9F90)

#### II16 RESPONSIBILITY FOR GOVERNMENT-OWNED PETROLEUM PRODUCTS (DESC APR 1997)

- (a) Government-owned petroleum products received, stored, and transported under this contract are governed by the provisions of this clause.
- (b) Title to any Government-owned petroleum products in the possession of or under the custody of the Contractor by reason of this contract, which is hereinafter referred to in this clause as "such property," shall at all times remain in the Government, and such property shall be used only for the purposes set forth in this contract. The Government shall at all times have access to the premises wherein any such property is located.
  - (c) The Contractor shall protect and preserve such property in a manner consistent with sound industrial practice.
- (d) At the end of the contract period the Government may abandon any Government-owned petroleum products in place, at which time all obligations of the Government regarding such abandoned petroleum products shall cease. The contract price shall be reduced to reflect the fair market value of any abandoned petroleum products. If an agreement as to compensation for abandoned petroleum products cannot be reached in a timely manner, the Contracting Officer will make a formal determination. The decision will be subject to resolution in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS clause.
- (e) The Contractor shall not be liable for loss of or damage to all such property while in the possession of or under the custody of the Contractor by reason of this contract, or for expenses incidental to such loss or damage, except that the Contractor shall be liable for any such loss or damage (including expenses incidental thereto)--
  - (1) Which results from negligence, or bad faith, or willful misconduct of the Contractor, its employees, or agents; or
- (2) Which results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but the Contractor in such case shall be responsible only to the extent of such insurance or reimbursement.
- (f) Except for those risks assumed by the Contractor pursuant to subparagraph (e)(1) of this clause, the Contractor represents and warrants that the prices stated in the Schedule do not include the cost of insurance covering risk or loss of or damage to such property while in the possession of or under the custody of the Contractor by reason of this contract, nor any provision for a reserve to cover such risk. In the event the Contractor is reimbursed or compensated for any loss or damage to such property, it shall reimburse the Government. The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any such loss or damage and, upon the request of the Contracting Officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

(DESC 52.245-9F25)

#### I121 CUSTODY OF PETROLEUM PRODUCT (DESC APR 1968)

- (a) Custody of petroleum products and risk of loss thereof shall pass to the Contractor as follows:
- (1) **PIPELINE RECEIPTS.** When the product passes the flange connecting the carrier's pipeline and the Government-furnished Contractor-operated pipeline.
- (2) **MARINE RECEIPTS.** When the product passes the permanent hose connections of the barge or tanker unloading the product.
- (3) **TANK CAR RECEIPTS.** When the tank car comes to rest on the Government-furnished Contractor-operated siding.

#### I121 Cont'd.

- (4) **TRANSPORT TRUCK RECEIPTS.** When the product passes from the transport truck discharge hoses into the Government-furnished Contractor-operated receiving facilities whether it be a storage tank, line, or any other type of receiving equipment.
  - (b) Custody of petroleum products and risk of loss thereof shall pass from the Contractor as follows:
- (1) **PIPELINE SHIPMENTS.** When the product passes the flange connecting the Government-furnished Contractor-operated pipeline and the carrier's pipeline.
  - (2) MARINE SHIPMENTS. When the product passes the permanent hose connections of the barge or tanker.
  - (3) **TANK CAR SHIPMENTS.** When the loaded tank car is picked up by the carrier.
  - (4) **TRANSPORT TRUCK SHIPMENTS**. When the loaded transport truck is released for shipment by the

Contractor.

(DESC 52.211-9F85)

#### I122 USE OF FACILITIES (DESC APR 1984)

- (a) The Contractor shall not use the facilities (defined in FAR Part 45) for any purpose other than that required for the performance of this contract.
- (b) The Contractor shall not be required to pay rental for the use of the facilities for the performance of this contract. The Contractor shall not include any amount on account of rental of the facilities as an element of price or cost under this contract. The Contractor further agrees and represents that in no event will it include any amount or allowance for amortization, depreciation, or obsolescence of the facilities as an element of cost or price under any contract with the Government or any subcontract thereunder.
- (c) The Government shall not be liable to the Contractor for damage or loss of profit by reason of nondelivery or of any delay in the delivery of any of the facilities. In any such case, the Contracting Officer shall equitably adjust the performance dates or contract price, or both, and any other contract provisions affected by the nondelivery or delay in accordance with the procedures provided for in the CHANGES clause of this contract.

(DESC 52.245-9F10)

#### I123 TITLE TO FACILITIES (DESC JUL 1991)

- (a) Title to the facilities, including any additions or replacements thereto, furnished by the Government shall at all times remain with the Government.
- (b) Title to all repairs, replacement parts, or accessories furnished and affixed to the facilities by the Contractor in performing maintenance hereunder shall vest in the Government.

(DESC 52.245-9F15)

## II30 RISK OF LOSS OR DAMAGE TO GOVERNMENT-OWNED AND/OR CHARTERED AIRCRAFT (DESC APR 1968)

- (a) The Contractor shall not be liable for loss of or damage to Government-owned and/or chartered aircraft arising out of or in any way connected with the Contractor's performance under this contract, or for expenses incidental to such loss or damage, except that the Contractor shall be liable for any such loss or damage including expenses incidental thereto--
- (1) That results from willful misconduct or lack of good faith on the part of any of the Contractor's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives, who have supervision or directions of (i) all or substantially all of the Contractor's business, or (ii) all or substantially all of the Contractor's operations pertaining to performance hereunder: or
- (2) That results from a risk which is in fact covered by insurance or for which the Contractor is otherwise reimbursed, and the Contractor in such case shall be responsible only to the extent of such insurance or reimbursement.
- (b) In the event the Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to such Government-owned and/or chartered aircraft, it shall reimburse the Government in the amount thereof. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any such loss, destruction, or damage and, upon the request of the Contracting Officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

(DESC 52.245-9F20)

#### I147 DEMURRAGE (DESC NOV 1989)

Subject to paragraph (c) of the DEFAULT clause, the Contractor shall pay to the vessel operator or carrier, or reimburse the Government for, any demurrage incurred by reason of the Contractor's failure to comply with the provisions of this contract.

(DESC 52.247-9FP5)

#### I209.02 EXTENSION PROVISION (DESC OCT 1984)

The Government shall have the right to extend this contract upon the same terms and conditions on a month-by-month basis for a total of no more than six months. Notice of extension may be furnished any time prior to the expiration of this contract or any extension thereof. The foregoing extensions may be exercised by the Government (a) where continued performance is required until a follow-on contract is awarded or, in the event a follow-on contract has been awarded, until the succeeding Contractor is positioned to commence performance, (b) where the Government decides that follow-on services will be performed by the Government, rather than a commercial Contractor, or (c) where the Government terminates for default a contract for follow-on services prior to the commencement of services to have been provided thereunder.

(DESC 52.217-9F35)

#### **I211 ORDERING (OCT 1995)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from  $\underline{March 1, 2002}$  through  $\underline{February 28}$ , 2006.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(FAR 52.216-18)

#### I226 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(FAR 52.232-18)

## I238.02 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) **DEFINITION. HUBZone small business concern**, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

#### (b) EVALUATION PREFERENCE.

- (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—
  - (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
  - (ii) Otherwise successful offers from small business concerns;
- (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
- (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.
- (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
- (3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

#### I238.02 Cont'd.

**I32** 

- (c) **WAIVER OF EVALUATION PREFERENCE.** A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.
  - [ ] Offer elects to waive the evaluation preference.
- (d) **AGREEMENT**. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for-
- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
- (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(FAR 52.219-4)

#### **CLAUSES INCORPORATED BY REFERENCE:**

<b>I</b> 1	DEFINITIONS (OCT 1995)
I1.01-9	DEFINITIONS (CONT'D) (AARD/TESTING) (DESC JAN 1996)
I1.02	COMPUTER GENERATED FORMS (JAN 1991)
I1.06	REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
I1.22	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
I1.22-1	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
I1.24	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
<b>I2</b>	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
<b>I2.01</b>	CHANGES - FIXED-PRICE (ALT I) (AUG 1987/APR 1984)
13	EXTRAS (APR 1984)
I3.01	PROMPT PAYMENT (JUN 1997)
<b>I4</b>	DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)
<b>I7</b>	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)
<b>I8.02</b>	ASSIGNMENT OF CLAIMS (ALT I) (JAN 1986/APR 1984)
I11.03	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
I11.04	BANKRUPTCY (JUL 1995)
I12.01	DISPUTES (DEC 1998)
I12.03	PROTEST AFTER AWARD (AUG 1996)
I16.01	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (SEP 2000)
I18	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED
	FELONIES (MAR 1999)
I18.02	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
I18.03	EQUAL OPPORTUNITY (FEB 1999)
I18.06	DISPLAY OF DOD HOTLINE POSTER (DEC 1991)
<b>I20</b>	COVENANT AGAINST CONTINGENT FEES (APR 1984)
<b>I24</b>	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
<b>I27</b>	GRATUITIES (APR 1984)
<b>I28.16</b>	FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

**CANCELLATION UNDER MULTIYEAR CONTRACTS (OCT 1997)** 

I33	INTEREST (JUN 1996)
<b>I36</b>	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)
I43.01	LIMITATION OF LIABILITY - SERVICES (FEB 1997)
190	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2000)
<b>I94</b>	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
195	AUDIT AND RECORDS NEGOTIATION (JUN 1999)
197	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
198	PROTECTING THE GOVERNMENT'S INTERESTS WHEN SUBCONTRACTING WITH CONTRACTORS
	DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
I100	SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)
I102	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE
	YEAR AND OPTION CONTRACTS) (MAY 1989)
I102.02	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT PAYROLL TAX ADJUSTMENT
I102.04	DRUG-FREE WORKPLACE (JAN 1997)
I114	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)
I117	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
I121	CUSTODY OF PETROLEUM PRODUCT (DESC APR 1968)
I124	LIABILITY FOR THE FACILITIES (JAN 1997) (DEVIATION)
I129	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
I131	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
I132.02	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
I147	DEMURRAGE (DESC NOV 1989)
I168	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
I169	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
I170	UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 1999)
I171.01-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES
I171.03	SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING
I176	COST ACCOUNTING STANDARDS (APR 1998)
I176.05	ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)
I181	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
I190.05	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)
1225	PAYMENTS (APR 1984)
1227.02	OBLIGATION OF FUNDS FOR OPERATION AND MAINTENANCE FUNDED ITEMS (MULTIYEAR)
<b>I229</b>	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
I251	ANTI-KICKBACK PROCEDURES (JUL 1995)
1255	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE
	INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)
1285	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT
	OF A TERRORIST COUNTRY (MAR 1998)
	SECTION J - LIST OF ATTACHMENTS

<u>FORM</u> DD1707	TITLE INFORMATION TO OFFERORS OR QUOTERS	LOCATION COVER SHEET
SF33	SOLICITATION, OFFER AND AWARD DEPARTMENT OF LABOR WAGE DETERMINATION	PAGE 1
	# OFFEROR SUBMISSION PACKAGE	ATTACHMENT 1 ATTACHMENT 2

# SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K1.01-5	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)	
	The offeror represents that	
	(a) It	
	[ ] has	
	[ ] has not	
	participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation;	
	(b) It	
	[ ] has	
	has not	
	[ ] has not	
	filed all required compliance reports; and	
obtained hefo	(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be re subcontract awards.	
obtained belo	(FAR 52.222-22)	
	(171K 32.222 22)	
K1.01-6	AFFIRMATIVE ACTION COMPLIANCE (APR 1984)	
THE FAR REPRESENTATION IN THE FOLLOWING PARAGRAPH SHALL BE COMPLETED BY EACH OFFEROR WHOSE OFFER IS \$50,000 OR MORE AND WHO HAS 50 OR MORE EMPLOYEES.		
	This representation	
	[ ] DOES APPLY.	
	DOES NOT APPLY.	
	[ ] DOLS NOT ATTET.	
	The offeror represents that	
	(a) It	
	[ ] has developed and has on file	
	[ ] has not developed and does not have on file	
at each estable and 60-2); or	ishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1	
	(b) It	
on d no1-4'	[ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules	
and regulation	ns of the Secretary of Labor.  (FAR 52.222-25)	
	(1'AN J4,444-4J1	

K1.01-11	SMALL BUSINESS PROGRAM REPRESENTATIONS (ALTS I/II) (OCT 2000/OCT 2000/OCT 2000)  (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 484220.  (2) The small business size standard is \$18.5 million.
or service co	(3) The small business size standard for a concern that submits an offer in its own name, other than on a construction ntract, but that proposes to furnish a product that it did not itself manufacture, is 500 employees.
	(b) REPRESENTATIONS.
	(1) The offeror represents as part of its offer that it
	[ ] is,
	[ ] is not
	a small business concern.
provision.)	(2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this The offeror represents, for general statistical purposes, that it
	[ ] is,
	[ ] is not
	a small disadvantaged business concern as defined in 13 CFR 124.1002.
provision.)	(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this The offeror represents as part of its offer that it
	[ ] is, [ ] is not
	a women-owned small business concern.
provision.)	(4) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this The offeror represents, as part of its offer, that it—
	[ ] is
	[ ] is not
	a veteran-owned small business concern.
this provisio	(5) (Complete only if offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of on.) The offeror represents, as part of its offer, that it—
	[ ] is [ ] is not
	a service-disabled veteran-owned small business concern.
provision.)	(6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this The offeror represents, as part of its offer, that
	(i) It
	[ ] is [ ] is not

#### K1.01-11 Cont'd.

		ntained by the Small Business Administration, and no material change in ownership and control, principal e percentage has occurred since it was certified by the Small Business Administration in accordance with 13
(ii	) It	
	[ ]	] is [ is not
(b)(4)(i) of this provision	n is ac	venture that complies with the requirements of 13 CFR Part 126, and the representation in subdivision occurate for the HUBZone small business concern or concerns that are participating in the joint venture. The e or names of the HUBZone small business concern or concerns that are participating in the joint
Each HUBZ HUBZone representati		small business concern participating in the joint venture shall submit a separate signed copy of the
	_	plete if the offeror represented itself as disadvantaged in paragraph $(b)(2)$ of this provision.) The gory in which its ownership falls:
]	]	Black American.
]	]	Hispanic American.
]	]	Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
[	]	Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
Į	]	Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
Г	1	Individual/concern, other than one of the preceding.

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone

- (c) **DEFINITIONS.** As used in this provision--
  - (1) Service-disabled veteran-owned small business concern means a small business concern-
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) **Service-disabled veteran** means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

#### K1.01-11 Cont'd.

- (3) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.
  - (4) Veteran-owned small business concern means a small business concern—
- (i) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more veterans.
  - (5) Women-owned small business concern means a small business concern—
- (i) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
  - (ii) Whose management and daily business operations are controlled by one or more women.

#### (d) **NOTICE**.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-
  - (i) Be punished by imposition of a fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(FAR 52.219-1/Alts I/II)

#### K1.06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "**DUNS**" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at **1-800-333-0505**. The offeror should be prepared to provide the following information:
  - (1) Company name;
  - (2) Company address;
  - (3) Company telephone number;
  - (4) Line of business;
  - (5) Chief executive officer/key manager;
  - (6) Date the company was started;
  - (7) Number of people employed by the company; and
  - (8) Company affiliation.
- (c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <a href="http://www.customerservice@dnb.com">http://www.customerservice@dnb.com</a>. If an offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at globalinfo@mail.dnb.com.

(FAR 52.204-6)

#### K7 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

NOTE: This notice does not apply to small businesses or foreign governments.

This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

#### K7 Cont'd.

#### I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts that are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

**CAUTION:** In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

#### [ ] (1) CERTIFICATE OF CONCURRENT SUBMISSION OF DISCLOSURE STATEMENT.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant contract auditor.

(Disclosure must be on Form Number CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:	
Name and address of cognizant ACO or Federal official where filed:	

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

#### [ ] (2) CERTIFICATE OF PREVIOUSLY SUBMITTED DISCLOSURE STATEMENT.

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and address of cognizant ACO or Federal official where filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

#### [ ] (3) CERTIFICATE OF MONETARY EXEMPTION.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

#### [ ] (4) CERTIFICATE OF INTERIM EXEMPTION.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

**CAUTION:** Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

#### K7 Cont'd.

#### II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES clause in lieu of the COST ACCOUNTING STANDARDS clause.

[ ] The offeror hereby claims an exemption from the COST ACCOUNTING STANDARDS clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

**CAUTION:** An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

#### III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the COST ACCOUNTING STANDARDS clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[ ] YES [ ] NO

(FAR 52.230-1)

#### K15.03 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

- (a) The offeror certifies that--
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
  - (b) Each signature on the offer is considered to be a certification by the signatory that the signatory --
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

  [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(FAR 52.203-2)

#### K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic address	sses if
available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation.	The offeror
or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection w	ith this
request for proposals or quotations.	

## (DESC 52.215-9F28)

#### **WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)**

- (a) **DEFINITION. Women-owned business concern**, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) **REPRESENTATION.** (Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, SMALL BUSINESS PROGRAM REPRESENTATIONS, of this solicitation.) The offeror represents that it  $[\phantom{a}]$  is,  $[\phantom{a}]$  is not a women-owned business concern.

(FAR 52.204-5)

## K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

- (a) **DEFINITIONS.** As used in this provision--
- (1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
- (2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Sy ria.
  - (3) Significant interest, as used in this provision means--
- (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
  - (ii) Holding a management position in the firm, such as director or officer;
  - (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
- (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
  - (v) Holding 50 percent or more of the indebtedness of a firm.
- (b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

#### (c) DISCLOSURE.

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

#### K88 **TAXPAYER IDENTIFICATION (OCT 1998)**

#### (a) **DEFINITIONS.**

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's

•	with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements
described in I	FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
	(d) TAXPAYER IDENTIFICATION NUMBER (TIN).
	[ ] TIN:
	[ ] TIN has been applied for.
	[ ] TIN is not required because
	[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income
effectively co	nnected with the conduct of a trade or business in the United States and does not have an office or place of business or a
fiscal paying	agent in the United States;
	[ ] Offeror is an agency or instrumentality of a foreign government;
	[ ] Offeror is an agency or instrumentality of the Federal Government.
	(e) TYPE OF ORGANIZATION.
	[ ] Sole proprietorship;
	[ ] Partnership;
	[ ] Corporate entity (not tax-exempt);
	[ ] Corporate entity (tax-exempt);
	[ ] Government entity (Federal, State, or local);
	[ ] International organization per 26 CFR 1.6049-4;
	[ ] Other
	(f) COMMON PARENT.
	[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
	[ ] Name and TIN of common parent:
	Name:
	TIN:
	(FAR 52.204-3)
K94	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)
	(a) (1) The offeror certifies, to the best of its knowledge and belief, that
	(i) The offeror and/or any of its Principals
	(A) [ ] are,
	[ ] are not
	presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any
Federal agenc	
	(B) [ ] have,
	have not

#### K94 Cont'd.

agency.

within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against
them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal,
State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission
of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen
property;

(C) [ ] are, [ ] are not

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(ii)	The offeror—		
	[	]	has,
	[	]	has not

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal

(2) **Principals**, for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES, AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18. UNITED STATES CODE.

- (b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(FAR 52.209-5)

# K96 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 --
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

#### K96 Cont'd.

- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure. (FAR 52.203-11)

#### SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

#### L1.02 PROPOSAL ACCEPTANCE PERIOD (DESC NOV 1991)

- (a) **Acceptance period**, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of proposals.
- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
  - (c) The Government requires a minimum acceptance period of <u>120</u> calendar days.
- (d) If the offeror specifies an acceptance period which is less than that required by the Government, such offer may be rejected.
- (e) The offeror agrees to execute all that it has undertaken to do, in compliance with its offer, if such offer is acceptable to the Government and is accepted within the acceptance period stated in (c) above or within any extension thereof that has been agreed to by the offeror.

(DESC 52.215-9FB1)

#### L2.01 INSTRUCTIONS TO OFFERORS (RFP) (DESC OCT 1981)

Offerors are expected to examine all sections of the solicitation and the Information to Offerors form. Failure to do so will be at offeror's risk. Each offeror shall furnish the information required by the solicitation. Offers and modifications thereto shall be signed and dated. The name and title of the person authorized to sign the offer is to be printed or typed on the offer. The offer shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. Erasures or other changes must be initialed by the person signing the offer. The offeror shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror on the face of the envelope.

(DESC 52.215-9F45)

#### L2.05-8 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (ALT I) (FEB 2000/OCT 1997)

- (a) **DEFINITIONS.** As used in this provision--
- (1) **Discussions** are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.
- (2) **In writing** or **written** means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.
- (3) **Proposal modification** is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award. Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.
- (4) **Time**, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturday, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.
- (b) **AMENDMENTS TO SOLICITATIONS.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

#### L2.05-8 Cont'd.

#### (c) SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF PROPOSALS.

- (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals, and modifications to proposals shall be submitted in paper media in sealed envelopes or packages—
  - (i) Addressed to the office specified in the solicitation; and
- (ii) Showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.
  - (2) The proposal must show--
    - (i) The solicitation number;
    - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the prices set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic address if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

#### (3) Submission, modification, revision, and withdrawal of proposals.

(c) It is the only proposal received.

- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
- (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
- (a) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
- (b) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, or It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the  $20^{th}$  of the month must have been mailed by the 15th);
- It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;
  - (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposal in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the FACSIMILE PROPOSALS provision. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
  - (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, EVALUATION OF FOREIGN CURRENCY OFFERS, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
  - (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

#### L2.05-8 Cont'd.

- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) **OFFER EXPIRATION DATE.** Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet.
- (e) **RESTRICTION ON DISCLOSURE AND USE OF DATA.** Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--
- (1) Mark the title page with the following legend: THIS PROPOSAL INCLUDES DATA THAT SHALL NOT BE DISCLOSED OUTSIDE THE GOVERNMENT AND SHALL NOT BE DUPLICATED, USED, OR DISCLOSED -- IN WHOLE OR IN PART FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL. IF, HOWEVER, A CONTRACT IS AWARDED TO THIS OFFEROR AS A RESULT OF OR IN CONNECTION WITH THE SUBMISSION OF THIS DATA, THE GOVERNMENT SHALL HAVE THE RIGHT TO DUPLICATE, USE, OR DISCLOSE THE DATA TO THE EXTENT PROVIDED IN THE RESULTING CONTRACT. THIS RESTRICTION DOES NOT LIMIT THE GOVERNMENT'S RIGHT TO USE INFORMATION CONTAINED IN THIS DATA IF IT IS OBTAINED FROM ANOTHER SOURCE WITHOUT RESTRICTION. THE DATA SUBJECT TO THIS RESTRICTION AR CONTAINED IN SHEETS (INSERT NUMBERS OR OTHER IDENTIFICATION OF SHEETS); and
- (2) Mark each sheet of data it wishes to restrict with the following legend: USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL.

#### (f) CONTRACT AWARD.

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
  - (2) The Government may reject any or all proposals if such action is in the Government's interest.
  - (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
  - (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
  - (11) The Government may disclose the following information in postaward debriefings to other offerors:
    - (i) The overall evaluated cost or price and technical rating of the successful offeror;
    - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
    - (iii) A summary of the rationale for award; and
    - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror. (FAR 52.215-1/Alt I)

#### L2.06 EVIDENCE OF RESPONSIBILITY (AARD) (DESC NOV 1989)

- (a) Each offeror must show evidence of a capability to provide the mandatory requirements set forth in the statement of work and elsewhere in this solicitation.
- (b) A review board composed of one or more Government personnel will thoroughly review the adequacy of the proposal. Proposals will be categorized, following evaluation, as--
  - (1) Acceptable as submitted.
- (2) Marginal (Reasonably susceptible to being made acceptable by submissions of clarifying or supplemental information which does not basically change the proposal as submitted).
  - (3) Not acceptable.
- (c) Upon final determination that a proposal is "not acceptable," the Contracting Officer shall promptly notify the firm submitting the proposal that it will not be considered and shall indicate, in general terms, the basis for the determination.
- (d) The Contracting Officer may request offerors of marginal proposals to submit additional information by identifying areas requiring clarification. In initiating a request for more information, the Contracting Officer shall set an appropriate time for submission of such information as part of the proposal. If additional information incorporated as part of the proposal within this time establishes that the proposal is acceptable, it shall be so categorized. Otherwise, the proposal shall be deemed unacceptable.

(DESC 52.209-9F10)

#### L2.21 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any DOD FAR Supplement Regulation (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(FAR 52.252-5)

#### L2.28 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

(a) This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotations or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provisions by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR/DFARS: <a href="http://farsite.hill.af.mil/">http://farsite.hill.af.mil/</a>
FAR/DFARS: <a href="http://www-far.npr.gov/">http://www-far.npr.gov/</a>

DLAD: http://www.procregs.hq.dla.mil/

(FAR 52.252-1)

#### L2.31 PROPOSAL FORMAT AND CONTENT (DESC AUG 1999)

Proposals will be submitted in two sections and clearly labeled **Price Proposal** and **Technical Proposal**. Offers for less than the entire four-year contract period will not be considered.

#### (a) PRICE PROPOSAL.

- (1) The SERVICES TO BE FURNISHED clause must be completed and a detailed cost breakdown included. All fillins in the Offeror Submission Package must be completed and submitted with the offer. The offeror should submit the original and one copy of the price proposal.
- (2) If any exceptions are to be taken to the terms and conditions, indicate specific paragraphs and submit as part of the price proposal. Only exceptions detailed here will be considered exceptions to the requirements of the solicitation.

#### L2.31 Cont'd.

#### (b) TECHNICAL PROPOSAL.

- (1) The offeror will submit the original and 3 copies of the technical proposal. The proposal will be evaluated strictly on technical merit, and should describe and justify the offeror's technical approach to the requirements of the work to be performed. Without simply mirroring the content of the PWS, the offeror will provide a concept as to how the workload for the location in question will be accomplished. Within the limits outlined below, the technical proposal should be specific, complete in every detail, and provide concise, straight forward descriptions of the offeror's capability to perform this work. Offerors will identify any technical, schedule, performance, or cost risks associated with their proposals, and describe how they will resolve or avoid the identified risks. Proposals that are unrealistic in terms of technical commitments or price may be considered indicative of a lack of understanding of the solicitation requirements. The complete technical proposal for factor (2)(i), excluding résumés and equipment sale/lease agreements, will not exceed 25 pages.
- (2) **SPECIFIC INSTRUCTIONS.** Technical proposals should address the following subjects, which will be evaluated to determine technical scores:

#### (i) OPERATIONAL CAPABILITY.

- (A) The offeror must provide a complete description of the equipment to be provided as follows:
- (a) **PRIME MOVER/TRACTOR.** List prime movers/tractors by make, model or series, model year, gross vehicle working rate (GVWR), by axle and total, and the condition of the unit;
- (b) **CARGO TANK.** List cargo tanks(s) by manufacturer, model or model number, the year originally built and certified, and, applicable, the date refurbished stretched, or rebarreled. Also, provide the MC/DOT specification, the capacity as reflected by the tank data plate, and the condition of the tank.
- (c) **PUMPING SYSTEM.** Show the manufacturer of the system, use "local" if built by the offeror, the year originally built and refurbished, the year installed, and whether the components are new/used or a combination thereof.
- (d) **OWNERSHIP.** If the equipment offered is not owned by the offeror, a sale or lease agreement must be submitted. This agreement must show the number and description of the trucks, tractors, trailers being provided, and that all parties have agreed to a delivery date, price, and terms of payment. A conditional agreement is acceptable. Any other equipment to be provided should also be described.
- (B) The offeror will submit a detailed manning plan. Using a 24-hour (across) by 7-day (down) template, provide a typical week/weekend workforce schedule for all positions showing all labor classifications and titles, including managers.
- (C) Each offeror will also submit a summary Contract Compliance Plan and a summary Training Plan (each no longer than 2 pages). In addition, a list of key personnel, the Corporate Executive Officer, the On-Site Manager, and the Assistant Manager, if applicable, and their résumés in the following format, will be provided::
  - (a) Name.
  - (b) Current position.
  - (c) Current employer.
- (d) An employment history of the positions held and the period of employment, the employer, and a brief description of the responsibilities for the position. All military experience claimed shall treat each tour as a separate employer. Time frames/title(s)/responsibilities for military experience shall be provided as discussed above.

#### (ii) PAST PERFORMANCE.

- (A) **EXPERIENCE.** The offeror shall list all contracts and subcontracts (completed or in progress) for the last three years from DESC as well as others (completed or in progress) for other Government agencies or the private sector that are related to the proposed contract. Failure to submit a complete list may reflect adversely on the Contractor. The Government has the option to consider information from these sources, and any others that may be available, that it deems necessary in order to make an accurate assessment of the Contractor's past performance. The offeror should include the following information:
  - (a) Name of contracting activity;
  - (b) Contract number;
  - (c) Contract type and dollar value;
  - (d) Brief description of the work (if the offeror is a large business, include a description of any

subcontracting); and

- (e) Contracting Officer, Contracting Officer's Representative, Administrative Contracting Officer, and program manager (all that are applicable) with telephone numbers. These contracts may include efforts undertaken on behalf of (1) private industry, (2) quasi-government organizations, or (3) Federal agencies, including those performed for non-DoD activities.
- (B) The offeror should provide information on any significant problems encountered and corrective actions taken.

(DESC 52.215-9F95)

#### L5 SERVICE OF PROTEST (AUG 1996)

(a) **Protests**, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from--

ATTN: **DFSC-CPA**DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J KINGMAN ROAD SUITE 4950
FORT BELVOIR VA 22060-6222

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with GAO. (FAR 52.233-2)

#### L5.01-1 AGENCY PROTESTS (SEP 1999) - DLAD

Companies protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the Agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (NOTE: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

(DLAD 52.233-9000)

# L17 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained --

- (a) From the ASSIST database via the Internet at http://assist.daps.mil; or
- (b) By submitting a request to the --

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DODSSP) BUILDING 4 SECTION D 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5094

TELEPHONE: (215) 697-2667/2179 FACSIMILE: (215) 697-1462.

(FAR 52.211-2)

#### L18 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

(FAR 52.222-24)

#### L23 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., the VETS-100 report required by FAR clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

(DFARS 252.209-7003)

#### L74 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(FAR 52.216-1)

#### L82 WAGE DETERMINATION (DESC JAN 1986)

This procurement is subject to Wage Determination Number 1994-2564 (Rev. 20) dated September 19, 2000 as determined by the Administrator, Wage and Hour Public Contracts Division, U.S. Department of Labor. Register of Wage Determination and Fringe Benefits under the McNamara-O'Hara Service Contract Act is attached and made a part of this solicitation.

(DESC 52.222-9F10)

#### L87.06.100 CONDITIONS FOR MULTIYEAR OFFERS (DESC FEB 1995)

- (a) Offerors must submit a price for the total multiyear requirements. Offers for less than the multiyear requirements will not be considered for award, except for items specifically designated as one-year requirements.
  - (b) An offer price on a multiyear line item shall apply to the entire period of the multiyear requirement.
- (c) Award will not be made for less than the multiyear requirements, except for those items designated as one-year requirements.

(DESC 52.207-9FA5)

#### L96 ADMINISTRATION OF THE SMALL BUSINESS SUBCONTRACTING PROGRAM (DESC FEB 1999)

The SMALL BUSINESS SUBCONTRACTING PLAN clause contained in any contract awarded under this solicitation will be administered by the cognizant Defense Contract Management District.

(DESC 52.242-9F15)

#### L196 PREPROPOSAL CONFERENCE (AARD) (DESC AUG 1993)

A Preproposal Conference, in conjunction with the site visit, will be held on <u>May 22, 2001</u> commencing at 0900 a.m. at the NAS Whidbey Island, Bldg. 2547 (AIMD Conference Rm.) Washington. Contractors are requested to submit by letter, telephone, or wire the name(s) of the individual(s) who plan to attend, on or before May 18, 2001.

(DESC 52.215-9F15)

#### L203 HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DESC JAN 1998)

- (a) Any handcarried offer must be received at the depository indicated on the Standard Form (SF) 33 or SF 1449 of this solicitation by the date and time specified for receipt of offers. Evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the solicitation wrapper or other documentary evidence of receipt maintained by the installation.
- (b) Offers delivered by an express delivery service will be considered "handcarried." Therefore, bidders/offerors that respond to this solicitation using an express delivery service must ensure that the express delivery service "handcarries" the offer to the depository indicated on the SF 33 or SF 1449.
- (c) The term **express delivery service** does not include Express Mail delivered by the United States Postal Service. Express Mail will be considered "mail" under the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision or the Late Offers paragraph of the INSTRUCTIONS TO OFFERORS COMMERCIAL ITEMS or INSTRUCTIONS TO OFFERORS COMPETITIVE ACQUISITIONS provision.

(DESC 52.252-9F05)

#### L205 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

- (a) The offeror is requested to enter its CAGE code on its offer in the block with its <u>name and address</u>. The CAGE code must be for that name and address. Enter **CAGE** before the number.
- (b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--
- (1) Ask the Contractor to complete Section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;
  - (2) Complete section A and forward the form to DLIS; and
  - (3) Notify the Contractor of its assigned CAGE code.
  - (c) Do not delay submission of the offer pending receipt of a CAGE code.

(DFARS 252.204-7001)

#### SECTION M - EVALUATIONS FACTORS FOR AWARD

#### M28 EVALUATION OF OFFERS (DESC JUN 1998)

- (a) Award of this contract shall be made by using source selection procedures. Proposals submitted in response to this solicitation should be prepared in accordance with the PROPOSAL FORMAT AND CONTENT clause and will be evaluated by a board of one or more Government personnel. Final selection shall be made by the Source Selection Authority based on an overall assessment of each offeror's technical and price proposals. Judgment on the part of the Government evaluator(s) is implicit in the entire source selection process. The resultant contract shall represent the best overall value to the Government.
- (b) For purposes of this solicitation, price and technical merit are equal in importance. However, as proposals become more equal in their technical merit, the price becomes more important.
- (i) **PRICE EVALUATION.** The Government reserves the right to award to other than the lowest evaluated offer. The low offer will be determined by computing the total cost to the Government for the four-year period of performance. This will be accomplished by adding the proposed monthly service charge for all of the program periods in the Schedule clause, including four years of augmentation.
- (ii) **TECHNICAL EVALUATION.** Technical proposals will be rated and ranked against the evaluation factors listed below, which are equal in importance:

#### FACTOR 1 OPERATIONAL CAPABILITY

Subfactor A \* Number, size, age, condition, and quality of trucks and other equipment to be provided.

Subfactor B \* Demonstration of understanding the operational requirements, including the adequacy of the manning plan to meet the requirements.

#### FACTOR 2 PAST PERFORMANCE

The Government will evaluate the offeror's past performance. In doing this, the Government may consider information in the offeror's proposal and information obtained from other sources, including past and present customers and their employees, other subcontractors, and any others who may have useful information. Offerors lacking relevant past performance history shall receive a neutral evaluation for past performance.

A record of acceptable past performance will not result in a favorable assessment of an otherwise unacceptable proposal.

- (c) After each evaluation, each of the factors described in (b)(ii) above will be given one of the following ratings:
  - (1) Exceptional.
  - (2) Very Good.
  - (3) Satisfactory.
  - (4) Marginal.
  - (5) Unsatisfactory.

Proposals may be rated differently within each category, i.e., two proposals may receive an exceptional rating, but one may be more exceptional than the other.

(DESC 52.209-9F95)

<sup>\*</sup> Each subfactor is equal in importance.

#### M28.01 BASIS FOR AWARD (DESC AUG 1989)

Award of this contract shall be made by using source selection procedures. Proposals submitted in response to this solicitation will be evaluated by a board of one or more Government personnel, with selection of the Contractor made on the basis of an overall assessment of each offeror's ability to satisfy the requirements of the solicitation. Final selection of the Contractor will be made by the Source Selection Authority (SSA). This overall assessment will include evaluation of general considerations as well as the result of the evaluation of technical and price proposals, recognizing that subjective judgment on the part of the Government evaluator(s) is implicit in the entire source selection process. Examples of general considerations include proposed contractual terms and conditions, and results of a preaward survey. The Government reserves the right to award to other than the lowest evaluated offeror. The SSA will make a determination of the overall merit of each proposal in terms of its potential to satisfy the needs of DESC.

(DESC 52.209-9F30)

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# **SECTION C**

# **SEGMENT II**



# **PERFORMANCE WORK STATEMENT (PWS)**

for

AIRCRAFT/GROUND FUEL SERVICES

and

**FUEL STORAGE AND DISTRIBUTION** 

under

**SOLICITATION SP0600-01-R-0062** 

NAVAL AIR STATION
WHIDEBY ISLAND 98278-5000

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#### C-1.0 GENERAL

## C-1.1 General Description

This Performance Work Statement (PWS) is established to identify Contractor responsibilities to maintain and operate Government owned fuel facilities and equipment at **Ault Field** and **The Seaplane Base** collectively known as **Naval Air Station** (NAS) Whidbey Island, WA, hereafter referred to as NAS Whidbey Island. This PWS also establishes the Contractor responsibility to furnish, maintain, and operate mobile fuel servicing equipment for the support of aircraft assigned to and as may transit, deploy to, or exercise from NAS Whidbey Island.

The NAS Whidbey Island fuel facilities consist of four widely dispersed tank farms. A barge receipt pier, a receipt pump station, JP8 Tank Farm #1 (four 6000-barrel tanks) and Two (seven 6000-barrel tanks) are located at The Seaplane Base. This system is connected by a five-mile pipeline and midpoint booster station to JP8 Tank Farm #4 (two 12000-barrel tanks and a 3570-barrel ready issue tank), and truck fillstands at Ault Field. Tank Farm #3, an isolated JP5 system consisting of two 6000-barrel tanks, truck receipt headers, and JP5 fillstands is also located at Ault Field. Bulk ground fuels consists of two 25000-gallon MUR tanks and two 25000-gallon LS2 tanks are located within Tank Farm #4. The MUR tanks are connected to the Ault Field service station, building 2702. A small 2000-gallon LS-2 tank is located at the service station, building 357, at The Seaplane Base. Other Contractor operated facilities consist of the fuel laboratory, building 62 and the dispatch center, the driver's ready room, and the site manger and administrative offices in building 278. The Contractor's maintenance area is adjacent to the truck parking area.

#### C-1.2 Mission

NAS Whidbey Island is home base for all fourteen of the Navy's EA6B squadrons and responsible for all pilot and electronic warfare training for the EA6B aircraft. In addition, NAS Whidbey Island is home base for five P-3 squadrons, a SAR squadron and a reserve squadron of C-9 aircraft. In support of these missions, the Contractor shall be responsible for the following fuel management functions.

- ✓ Bulk product (JP5/8, MUR, and LS2) receipt by truck and barge, storage, handling, and issue operations.
- ✓ Fuel services (issue and defuel) of aviation fuels to aircraft, ground support equipment, and facilities using mobile refueler and fixed direct refueling/pantograph systems.
- ✓ Fuel services (issue and defuel) of ground products (MUR, LS2, and FS2) via mobile fuel servicing truck.
- ✓ Operation of the Government furnished vacuum truck as needed for system maintenance.
- ✓ Manual/automated service station operations to include receipts of product.
- ✓ Product quality surveillance, sampling and testing, and fuel laboratory operations.
- ✓ Inventory and submission of fuel accounting documentation to supply (BOS contractor).
- ✓ All associated inspections, preventive maintenance (PM), and operator maintenance applicable to the petroleum systems and documentation of all inspections, PM, and repair actions. These actions shall include the administration, and upkeep of a automated preventive maintenance program and other software as may be called for within this PWS.

The receipt, handling, and delivery of all products to units assigned to and as may transit, deploy to, or take part in exercises at NAS Whidbey Island shall be a Contractor responsibility.

#### C-1.3 Contract Performance

The Contractor shall perform the tasks identified herein and achieve the performance standards for each task. The Contractor shall, as outlined in Section C-1.4, submit performance based plans that demonstrate the Contractor is capable of meeting all performance standards outlined and shall comply with all applicable Federal, state, and local laws, DOD regulations, and station guidelines. Except as may be specified herein, the Contractor shall be responsible for obtaining computer access to or obtain copies of all Federal and state laws, regulations, codes, and commercial/civil guidelines, including changes thereto, that may be required in performance of this contract.

As outlined in Section I, Clause I102.04, Drug-Free Workplace, in Contractor shall endeavor to maintain a drug-free workplace through the implementation of the steps outlined within the aforementioned reference.

In addition to the documentation generated under the Quality Surveillance Program (QSP), <u>Appendix G</u>, the Government may perform customer satisfaction surveys, which may be used as part of the assessment of contract performance. The COR has the option to increase the frequency of surveys to address contract compliance issues as needed.

#### C-1.4 Detailed Plans

On contract award or the time specified herein, the Contractor shall submit detailed plans to the Government for review and acceptance. The required plans address all fuel management related issues as they apply to the contracted functions at NAS Whidbey Island. All plans are considered dynamic documents that may be updated over the course of the contract. Plans to be submitted within 60 days of contract award provide the contracted activity time to review the documents and recommend changes prior to the contract start date. For those plans not required until after the contract start date, the Contractor shall follow existing Government procedures during the initial performance period. The *italicized* comments of the following paragraphs indicate when each plan or summary thereof is do and to whom it will be submitted.

Contract Compliance Plan (CCP): Pursuit to the provisions of Section E, Inspection and Acceptance, Clause E5.03, the Contractor shall provide a comprehensive and detailed plan that will ensure contract compliance. The Contractor shall provide a CCP, an internal, self-inspection system acceptable to the Government, which addresses methods for meeting the performance standards established in Section C-2.0. See Section L, Clause L2.31 regarding the submission of a summary CCP for technical evaluation. The complete CCP shall be submitted to the contracted activity within 60 days of contract award and shall be in effect on contract start up.

**Product Quality Surveillance Plan (PQSP)**: A comprehensive plan to ensure that products placed in the care of the Contractor are properly handled, remains on-specification, and ready for issue. The PQSP shall include policy and procedure regarding sampling, testing at the level applicable to the specified fuel laboratory, laboratory equipment, documentation of tests, reports and records keeping, and actions to be taken in case of unacceptable test results. The plan shall fully outline Contractor responsibilities for quality surveillance as it applies to the Contractor under this PWS, Section C-2.10. The PQS plan shall be submitted to the contracted activity within 60 days of contract award.

**Environmental Protection Plan (EPP)**: Based on the requirements of Section C-2.15, the Contractor shall submit a comprehensive and detailed plan outlining procedures necessary to protect the environment in accordance with applicable DOD, USN regulations, and local laws. *The EPP shall be submitted to the contracted activity within 60 days of contract award*.

Contract Management Contingency Plan (CMCP): The CMCP shall outline Contractor actions to ensure there will be no significant interruption of services resulting from labor disputes, catastrophic failure of equipment, or the effects of national disasters/emergencies within the Contractor's control. The plan shall provide specific details regarding subcontracting, the replacement of equipment anticipated to be out of service for more than 48 hours, and labor issues. The Contractor shall be responsible for repairing or replacing inoperable equipment or obtaining additional equipment and manpower required to satisfy day-to-day and contingency demands. Upgrading or modifying equipment to meet specific off station and public, over-the-road requirements, licensing or obtaining permits for equipment and personnel to operate on public roads, and adherence to insurance requirements shall be the responsibility of the Contractor. The CMCP shall be submitted to the contracted activity within 60 days of contract award and shall be fully implemented at contract start up.

Contract Maintenance Plan (CMP): As outlined in Section I, Clause II14, Government Property and Section C-2.12, the Contractor shall establish and maintain a plan for the use, maintenance, repair, protection and preservation of the Government property identified in Appendix A and B. The CMP, to include the use of a Government furnished computer base preventive maintenance program, shall clearly outline the procedures for planning, programming, accomplishing, and documenting preventive maintenance. Repairs to equipment and facilities as may be directed under Section C-4.2, Equipment, Supplies, and Services Requiring a Task Order, shall also be covered. On acceptance, the CMP shall be incorporated into the contract. The COR will review the plan as necessary during the term of the contract and communicate any need for changes to the Contractor through the Contracting Officer. The CMP, to include a draft copy of listings and reports to be generated by the computer based preventive maintenance program, shall be submitted to the contracted activity within 60 days of contract award. All PM reports, listings, and records generated will become Government property at the time they are generated.

**Contract Operations Plan (COP)**: The COP, a comprehensive and detailed set of procedures systematically outlining all aspects and requirements, including emergency operating and shutdown procedures and staffing plans, for the tasks specified in <u>Section C-2.0</u>. The COP shall be submitted to the contracted activity within 60 days of the start of the performance period.

**Inventory Control and Accountability Plan (IC&AP)**: A comprehensive and detailed plan to ensure Contractor compliance with the inventory and reporting requirements of DOD 4140.25M, DOD Management of Bulk Petroleum Products, Natural Gas, and Coal. Contractor performance with regard to the Fuels Automated System (FAS) and the Defense Fuels Automated Management System (DFAMS) and other fuel accounting issues as outlined in Section C-2.9 shall also be covered. *The IC&AP shall be submitted to the contracted activity within 60 days of the start of the contract.* 

**Fuel Safety Plan (FSP)**: As reflected in Section C-2.14, a detailed plan outlining product safety and handling characteristic and the procedures necessary to maintain a safe working environment. The plan, a compendium of references, local laws, and regulations applicable to the products stored and handled, Material Safety Data Sheets, and guidelines regarding the handling of such products shall be maintained and updated over the course of the contract. The FSP shall be submitted to the contracted activity within 60 days of the start of the performance period.

**Contract Security Plan (CSP)**: A detailed plan as summarized in <u>Section C 2.15</u> shall clearly identify Contractor responsibility for maintaining the security of Government facilities, equipment, and materials, as well as any Contractor furnished equipment, tools, and materials. *The CSP shall be submitted to the contracted activity within 60 days after contract award.* 

Contract Training Plan (CTP): A comprehensive plan outlining training requirements and objectives, see Section C-2.13. It shall list course and subject titles, provide a brief description of the subject, identify training sources and the employees to be trained (by job classification), establish the frequency of training, and detail the method of monitoring plan compliance. Training required by state and local governments, i.e., Marine Terminal Operator, shall also be included. See Section L, Instructions, Conditions, and Notices to Offers or Quotes, Clause L2.31, regarding the submission of a summary CTP. The complete training plan shall be provided to the contracted activity during the contract turnover.

#### C-1.5 Contract Turnover

The successor Contractor shall, during the last 72 hours of the expiring contract, be provided assistance by the outgoing Contractor and the COR in the accomplishing a joint facilities turnover inspection. The inspection shall provide for a facilities walk-through and property inventory, product sampling and testing, and a complete product inventory. The outgoing Contractor, during the last two weeks of the contract, shall permit personnel of the successor Contractor access to all contracted facilities to observe operations.

## C-1.6 Planning Information

Based on historical workload data, the Contractor should plan to issue approximately **1,800,000 gallons** of product to some **1200 aircraft per month** at NAS Whidbey Island. Workload information for specific fuel operations, i.e., receipts, ground fuel operations, and other workload factors can be found in the figures and tables of Section C-2.0. In addition, the exhibits to this PWS provide a more detailed view of receipts, issues, and fuel services (truck and direct refueling system) in terms of total services and average daily workloads. It is historic information provided to serve as the workload baseline for the fuel services function. Based on the data provided and specific information as may be provided by the base, the Contractor shall be responsible for adjusting personnel and equipment to meet seasonal workloads, exercise requirements, and other real time workload variances that may affect fuel operations over the short term. As an aid to planning, the Government will provide the Contractor correspondence and message traffic regarding training, exercises, and the deployment of aircraft to and from the base and outlying fields.

The contractor shall be responsible for the support of the semi-annual (May and October) SURGEX, an EA6B deployment exercise and the annual (June) POLEX, a US Army product delivery exercise that that has minimal impact on the Contractor.

Discussions with Air Operations and Fuels Management and regarding the current and future mission of NAS Whidbey Island indicate there are no known or anticipated changes to the mission or flight operations. This outlook does not however preclude fundamental changes in mission, flight-training schedules, and assigned units as may be undertaken by the Navy. The Contractor will be notified as the requirement for long-term changes are made known and contract adjustments are deemed appropriate.

By the time this contract is awarded a permanent facility will be in place to "hot" refuel one EA-6B aircraft at a time on the existing apron. This facility will consist of four 8,000 gallon above ground tanks manifolded together and connected to a H14K Starcart, the aircraft servicing pump/filter system. The Contractor shall be responsible for re-supplying the system by truck, operating the system to service aircraft, and performing all other functions relevant to a storage/day tank type servicing system. As outline in Figure 1, the contractor shall man the direct refueling system 0900-1500 Monday through Friday or as directed by the COR to satisfy night training and operational requirements.

# C-1.7 Personnel Staffing Objectives

The Contractor shall provide sufficient staffing to accomplish all petroleum and cryogenic receipt, storage, and issue operations and other tasks identified in Section C-2.0. The Contractor's staffing objectives shall be flexible and capable of meeting the demands of multiple aircraft servicing operations via mobile refuelers, direct refueling system, or a combination of both to provide hot or cold refueling. In addition, bulk fuel storage and distribution operations; and quality surveillance of petroleum products, and other related services shall be provided. The Contractor shall not schedule drivers to work in excess of the rules established by 49 CFR Part 395, Hours of Service of Drivers.

## C-1.8 Normal Workday Operations

Normal airfield operating hours for NAS Whidbey Island is 0000 to 2400 hours, seven days a week including holidays. The Contractor shall provide immediate aircraft fuel services support for the aforementioned hours within the response times established in Section C-2.2.2; however, the Contractor shall maintain the capability to provide fuel support and respond to servicing demands anytime, 24 hours per day, 365 days per year. Offers shall include all labor associated with these operations in the price for the appropriate Contract Line Item Number (CLIN). Work that is considered outside of normal operations, i.e., the servicing of aircraft outside normal duty hours deemed necessary by the local command, unscheduled exercises, or real time contingencies will be reimbursable as outlined in Section C-4.3. The Government will reimburse the contractor only for approved augmentation worked by "service employees." Essential personnel as listed in Section C-1.10 are a part of the Contractor's Management Team and shall not be considered "service employees" as defined by Section I, Clause I100, Service Contract Act of 1965, as amended.

#### **NOTE**

As used above, "maintain the capability," should not be construed to mean or imply a requirement for full time staffing outside normal duty hours.

Figure 1 lists the functions to be performed by the Contractor and the hours they shall be manned. Tasks associated with a given function, tank truck receipts at storage for example, will normally be accomplished within the hours specified. Empty cells indicate that a function is not normally manned for the days indicated by the column heading.

Figure 1: Hours of Operations

Function	Weekdays Monday-Friday	Saturday	Sunday/Holidays
Aircraft Refueling Operations, NAS Whidbey Island	0000-2400	0000-2400	0000-2400
Direct Refueling System Operations	0900-1500 (2)		
Fuel Dispatch Center	0000-2400	0700-2300 <sup>(3)</sup>	0700-2300 (3)
Bulk Fuel Storage Operations	0730-1600		
Ground Fuel Delivery Operations	0730-1600		
Service Station Operations (Automated) (1)	0000-2400	0000-2400	0000-2400
Fuel Laboratory Operations	0730-1600		

- (1) See Section C-2.4 for requirements regarding alternative support operations.
- (2) As coordinated by the COR, night operations may be directed. The Contractor will be provided advanced notice in order to implement shift changes.
- (3) Hand written Mid-Shift dispatch logs shall be kept by the on duty driver(s). Data shall be input to FAS by a dispatcher/computer operator the next duty day.

#### C-1.9 Personnel Qualifications

The Contractor shall ensure that personnel assigned to all tasks have the requisite knowledge and skills to meet minimum performance standards and comply with all applicable Federal and state laws, regulations, and code. All employees shall be able to read and understand English (be literate) to the extent they can read and understand regulations, detailed written orders, operating procedures, and training instructions and materials. Employees shall be capable of performing basic numeric operations (addition, subtraction, multiplication, and division) and writing in English to compose reports that convey complete thoughts.

#### C-1.9.1 Essential Personnel

As outlined in Section L, Clause L2.31, a resume shall be submitted for essential personnel, the Corporate Executive Officer, the Site Manager, and the Assistant Site Manager (full or part time).

<u>Corporate Executive Officer</u>: To assure continuity between the contracted location/activity and corporate office, the Contractor shall employ an executive who, for the duration of the contract, can make decisions concerning this contract. He/she shall have a complete understanding of the terms and conditions of this contract and shall be experience in the operation and maintenance of fixed and mobile fuel systems to the extent outline herein.

<u>Site Manager</u>: The Contractor shall employ a site manager. He/she shall have a minimum of four years experience in petroleum services operations. His/her experience shall include the operation and maintenance of bulk fuel storage and distribution systems and facilities, mobile (aviation and ground fuel) and direct aviation refueling services equipment and facilities, service stations operations (manual and automated), the quality surveillance associated with all levels of aviation and ground fuel support, and fuel administration and accounting principles and practices.

Two years of experience must be supervisory gained within five years immediately prior to contract start date. That experience must be specialized supervisory experience in bulk storage and mobile fuel servicing operations with emphasis in equipment

maintenance, operations, and environmental compliance. Education may be substituted for experience. The minimum educational requirement is four years of college level courses in petroleum/industrial related fields.

Other than those administrative and management duties normally assigned, the site manager shall not have collateral duties nor shall the position be a collateral duty.

Assistant Site Manager: The Contractor shall employ an assistant site manager. The individual employed shall have a minimum of two years experiences. One year must be supervisory experience gained within five years immediately prior to contract start date. That experience must be specialized supervisory experience in bulk storage and mobile fuel servicing with emphasis on operations, equipment maintenance, and environmental compliance. Education may be substituted for experience. The minimum educational requirement is two years of college level courses in petroleum/industrial related fields. The assistant site manager may have collateral duties, except that of a dispatcher, however, the position shall not be a collateral duty. Assistant managers elevated to the manager position, short or long term, shall meet the collateral duty restrictions of the manager position.

**Replacement of essential personnel.** Should it become necessary to replace essential personnel, the Contractor shall, to the extent possible provide advance notification to the Government and a resume of the proposed candidate that supports the experience requirements listed above. In an emergency, the installation of new essential personnel shall be followed by a resume of the proposed candidate within 10 working days.

#### C-1.9.2 Additional Personnel Requirements

<u>Dispatcher/Computer Operator IV</u>: Each Fuel Management dispatcher/computer operator, hereafter referred to as a dispatcher, shall be computer literate. He/she shall posses sufficient computer skills to use client/server applications in a Microsoft Windows NT environment. Those skills shall include the ability to logon; shutdown; initiate modems; manipulate files; install applications; send and receive email; and to use web browsers to send and receive information. The use of Microsoft standard office products of Word, Excel, and PowerPoint; other commercial off the shelf applications and utilities; and custom software in such a manner that daily fuel operations are effectively and efficiently conducted are also required.

Dispatchers shall be skilled in the use of the DESC Fuels Automated System (FAS). Those skills shall include the use of the real time dispatch system, the manipulation data within the Fuel Manager system and the related fuel management modules and status board systems. The dispatcher shall be capable of analyzing hardware/software related problems to maintain accurate input flow, data retrieval, and output validity. In addition, dispatchers shall be knowledgeable of radio communications, instructions/ regulations pertaining to fueling and defueling of Government and civilian aircraft, and Government forms used to document aircraft fuel servicing. They must demonstrate familiarity with the layout of the base and outlying fields as well as the airfield and aircraft parking areas and restrictions applicable to servicing aircraft within those areas. Individuals acting as dispatchers, shall be capable of communicating in English, both orally and in writing.

Incumbent Contractors actively using FAS shall continue to provide FAS qualified dispatch personnel into the new contract period. New/first time Contractors shall arrange with the Navy Petroleum Office, Code RMB, to have dispatch personnel FAS trained and certified prior to the beginning of the contract start date. Initial FAS training of in place contract dispatch personnel and new contractor personnel will be provided by the Government. Once initial (Government) training of contract personnel has been provided, the Contractor shall be responsible for the continued training of dispatch personnel within the contract organization. Additional DESC funded training of contract personnel may be made available on submission of justification to NAVPETOFF RMB.

<u>Fuel Truck Drivers/Operators</u>: SCA Code 31363 for straight truck (over four tons, ten wheel) or 31364 for tractor-trailer drivers. Fuel truck driver/operators shall be qualified to perform aviation and ground fuel servicing operations (fuel servicing and defueling operations) by mobile refueler and ground fuel servicing truck. Fuel servicing operators shall pass a Contractor administered base and flightline familiarization test, practical equipment/facility competency tests, and shall be certified as qualified and appropriate training records updated prior to operating mobile fuel servicing equipment unsupervised. The Contractor shall re-certify personnel annually or as requested by the COR. Operators shall be familiar with safety regulations applicable to aviation fuel servicing, and the airfield/base, and shall demonstrate a practical knowledge of and ability to

inspect and maintain fuel servicing equipment and systems. Operators shall be capable of performing basic math, shall have a working knowledge of forms, and shall be able to communicate in English, both orally and in writing.

All drivers shall be licensed in accordance with the vehicle operating laws, regulations, and code for the state in which they will operate equipment and shall be/remain in compliance with all such requirements for the duration of their employment under this contract. The Contractor shall ensure that drivers required to operate vehicles and equipment on public roads are appropriately licensed for the class of vehicle to be operated on such public roads. Driver records appropriate to the class of license an employee holds, i.e., individual Department of Motor Vehicle (DMV) driving record, and a current record of physical examination or certification shall be maintained by the Contractor and made available for review by the COR on request. The Contractor shall ensure that all drivers' records are kept current throughout the term of the contract.

The tasks outlined in <u>Section C-2.0</u> may require special skills, training, or certifications. The Contractor shall evaluate task requirements and provide qualified personnel to complete such tasks in accordance with all applicable laws and regulations.

Fuel Distribution Systems Operator (FDSO): FDS operators shall be qualified to receive, handle, and issue a wide range of petroleum products and complete the accounting and administrative functions related thereto. He/she shall have practical experience in all facets of fuel distribution systems to include, pipeline systems, storage tanks, pumps, valves, fuel monitors and filters, truck fillstands, used oil storage and disposal facilities, and service station facilities (manual and automated). He/she shall be able to convert gauge and temperature readings to quantities of products and shall be able to perform quality assurance functions. He/she shall be able to correlate pressures, temperatures and quantities as read from various gauges and meters normally found at a fuel facility. Operators shall have a basic understanding of written description and instructions pertaining to facility operations, shall be able to implement cyclic maintenance programs and safety programs relating to all aspects of facility operation and shall have demonstrated expertise in spill cleanup procedures, prevention and control measures, related equipment operation and maintenance. Operators shall have experience in inspecting trucks and other modes of conveyance and be capable of various types of petroleum sampling of storage tanks, trucks, fillstands, etc. Hazardous waste handlers shall be "certified" as required by Federal, State or local laws and Navy/base regulations as applicable.

Operators required to use cranes and other weight handling equipment to transport, load, and place hoses and fuels equipment shall be fully trained, qualified and permitted/licensed on such equipment at the start of the contract or at hiring.

<u>Laboratory Technician</u>: The laboratory technician shall be experience at sampling equipment and systems and conducting laboratory analysis of petroleum products commensurate with the level of testing to be performed at NAS Alpha. The technicians experience shall include knowledge of the properties; characteristics and specifications of petroleum products, the various means sampling petroleum equipment and systems from receipt to product issue points, the operation, maintenance, and calibration laboratory equipment, record keeping; and laboratory safety procedures.

# C-1.10 Reserve Training

The Government reserves the right to enter and occupy contracted Government facilities and to use systems and equipment to conduct Naval Reserve training. Full cooperation in the joint use of facilities and systems is expected; however, the Contractor is not obligated to relinquish control of facilities required to fulfill its contractual commitments, provide training services, or provide access to contractor equipment for such training evolutions. To the extent possible, the Government will provide advanced notification of reserve training schedules to the Contractor.

## C-1.11 Notification of Correspondence and Visits

The Contractor shall notify the COR of any and all visits or notice to visit the Contractor, its employees, or the contracted facilities by any federal, state, or local office or agency. The Contractor shall provide the COR copies of all correspondence resulting from such visits.

# C-2.0 SPECIFIC TASKS (FIRM FIXED PRICE)

## C-2.1 Tasks, General

The following defines the specific aviation fuel and ground fuel tasks and services, to include corresponding duties such as quality surveillance, maintenance, inventory accounting and administration, and janitorial services for which the Contractor shall be responsible. Various tasks are defined, outlined, and cross-referenced with regard to other tasks, hours of operation, contractor equipment requires, as well as Government furnished equipment, facilities, and services. All tasks reflected herein shall be performed by the Contractor.

## C-2.2 Fuel Servicing Operations

Fuels servicing operations in support of aviation activities assigned to and as may transit, deploy to, or exercise from NAS Whidbey Island are defined as those fuel functions directly involved in the delivery of fuel products to aircraft and support equipment. Those functions are the **Fuel Dispatch Center**, responsible for direct contact with customers and the control of equipment and personnel, and **Aircraft Refueling**, the section responsible for providing qualified personnel and equipment to transport/issue products.

## C-2.2.1 Fuel Dispatch Center

The Contractor shall staff the fuel management dispatch center, the focal point of the fuel management function, so that a computer operators/dispatchers, qualified as outlined in <u>Section C-1.11</u>, are on duty for the days/hours listed in <u>Figure 1</u>.

Aviation fuel is issued to station and transient aircraft by mobile refueler and portable/fixed pantograph used for "hot refueling." In addition, ground fuels are issued to organization throughout the base. Requests for services shall be taken by the fuel dispatch center from those organizations. Based on the specific request, equipment and personnel shall be dispatched and controlled as needed to satisfy the request received. All requests for fuel services shall be recorded, monitored, and historical records kept using the Fuels Automated System (FAS). The Contractor shall maintain FAS modules relevant to Contractor and Government furnished equipment and the maintenance thereof, as well as, modules concerning quality surveillance, personnel and training information, and all other FAS modules as may be available.

The fuel dispatch center shall perform basic fuels accounting and administration functions such as the collecting and reviewing fuel receipt, issue, and inventory documents. The dispatcher shall ensure all documents are legible and accurate, shall generate FAS reports, and shall ready all documents/reports for submission to fuel accounting office by 0900 Monday through Friday. Weekend/holiday documents shall be submitted the next duty day following the weekend or holiday.

- Requirement: The Contractor shall receive and record requests for fuel servicing, dispatch personnel and equipment to meet the response times using FAS to capture all data relevant to the Fuel Division workload.
  - ✓ The Contractor shall process requests for services using the Fuels Automated System (FAS).
  - ✓ The Contractor shall maintain full control of aviation and ground fuel dispatching personnel and equipment to meet demands within established response times.
  - ✓ The Contractor shall prepare documentation and FAS summary reports for delivery to the Fuel Division office by 0900 Monday through Friday.

#### ➤ Minimum Performance Standards:

- ✓ One hundred percent accurately in recording requests for aviation, ground fuel, and used oil support.
- ✓ One hundred percent control of aviation and ground fuel equipment and personnel.
- ✓ No operational delays in excess of standard response time resulting from dispatch actions.
- ✓ Fully maintain all FAS modules relevant to aviation and ground fuel equipment and personnel.
- ✓ Submit summary FAS reports and transaction documentation to the Fuel Division office by 0900 hour daily, Monday through Friday.

## C-2.2.2 Aircraft Fuel Servicing Operations

Aviation fuel servicing operations are defined as the delivery, or receipt by defuel, of aviation fuels by mobile refueler, fixed/mobile pantograph supplied by refueler, or fixed direct refueling systems. The Contractor shall be responsible for performing all aircraft fuel servicing operations and safeguarding fuel supplies under its control during normal and adverse conditions.

As outlined in Section C-1.8, the Contractor shall be capable of providing fuel servicing of station and transient aircraft 24 hours a day, 365 day per year, including holidays. During the normal duty hours reflected in Figure 1 and as may be supplemented by local directives, each request for fuel services shall result in the dispatch of fuel servicing truck(s) and/or direct fuel servicing system operator(s) to the number of aircraft identified and prioritized by the requester so that each truck or operator dispatched arrives at the first aircraft for the specific work request, within 20 minutes of the request for service. The Contractor shall continue to service subsequent aircraft in an orderly and timely manner until all fuel servicing requirements for a specific request are meet. Drivers shall not interrupt the flow of work, i.e., service aircraft other than those to which they are directed, without approval by the dispatch center, nor shall drivers/operators interrupt servicing operations for rest or meal breaks without proper relief or explicit approval of the fuel dispatch center. On arriving at an aircraft, operators shall take all steps and precautions necessary to service the aircraft in accordance with NAVAIR 00-80T-109, other USN regulations, and station instructions applicable to fuel servicing operations.

#### **NOTE**

Requests for services outside the duty hours listed in <u>Figure 1</u> shall be meet within two hours as measured from the time of notification to the arrival of equipment at the servicing point.

The Contractor shall provide the refueling equipment specified in <u>Section C-3.2.1</u> and <u>Section C-3.2.2</u> in sufficient numbers to undertake the workloads outlined in <u>Figure 2</u> and <u>Figure 3</u>. The Contractor shall maintain all equipment in a safe and fully serviceable condition. Equipment inspections and sampling, i.e., daily visuals and type "C" analysis, shall be accomplished and documented on the vehicle inspection forms to ensure equipment is ready for service.

Aviation fuel deliveries to off station locations shall be accomplished using trucks that are configured and licensed for use on public roads. All Federal, state, and local inspections, permits, licensing and insurance requirements for the truck(s) used, shall be a responsibility of the Contractor. Operators shall be licensed as set forth in <u>Section C1.11</u>, Fuel Truck Drivers/Operators.

Figure 2 and 2a represents historical aircraft fuel issue and defuel data for JP5/8 at NAS Whidbey Island. More detailed historical issue data is reflected in Exhibit 2, JP5/8 Issue Data and Trends. Other workload data exhibits provide average workload data in terms of truck movements applicable.

Figure 2: JP5/8 Issues by Truck and Direct Fueling System

Year	Total Gallons Issued Truck/Pits	Average Monthly Issues Truck/Pits	Total Requests for Service Truck/Pits	Average Monthly Request for Service Truck/Pits
NAS Whidbey Island FY98	20,599,130	1,716,594	13,923	1,160
FY99	21,418,859	1,784,905	13,941	1,162
FY00	22,458,508	1,871,542	14,679	1,223
FY01 <sup>1)</sup>	8,435,213	1,687,043	5,177	1,035
Total	72,911,710	1,778,334.	47,720	1,164

 $<sup>(1) \</sup> Issue \ data \ through \ February \ 2001 \ provided.$ 

Figure 2a: JP5/8 Defuels by Truck

Year	Total Gallons Defueled	Average Monthly	Total Requests for Defuels	Average Monthly Request for Defuels
NAS Whidbey Island FY98	458,672	38,223	594	50
FY99	547,282	45,607	616	51
FY00	547,190	47,849	720	60
FY01 <sup>(1)</sup>	186,218	37,244	241	48
Total	1,739,362	168,923	2171	209

<sup>(1)</sup> Defuel data through February. 2001.

Figure 3: Squadrons/Type of Aircraft (1)

Squadron	Type Aircraft	Number of Aircraft Assigned	Maximum Fuel Load <sup>(2)</sup>	Average Refuel <sup>(3)</sup>
VAQ-128	EA-6B	7	3,652	1,137
VAQ-129	EA-6B	15	3,652	1,668
VAQ-130	EA-6B	5	3,652	1,116
VAQ-131	EA-6B	4	3,652	1,055
VAQ-132	EA-6B	4	3,652	1,052
VAQ-133	EA-6B	4	3,652	1,050
VAQ-134	EA-6B	5	3,652	1,091
VAQ-135	EA-6B	4	3,652	1,198
VAQ-137	EA-6B	4	3,652	998
VAQ-138	EA-6B	4	3,652	1,114
VAQ-139	EA-6B	4	3,652	1,239
VAQ-140	EA-6B	4	3,652	989
VAQ-141	EA-6B	5	3,652	1,027
VAQ-142	EA-6B	6	3,652	1,203
VP-1	P-3C	12	9,200	2,150
VP-40	P-3C	8	9,200	2,273
VP-46	P-3C	11	9,200	2,034
VP-69	P-3C	8	9,200	2,311
VQ-1	P-3C	2	9,200	1,962
VQ-1	P-3E	6	9,200	1,943
VR-61	C-9	6	5,400	2,233
OPS	UH-3H	4	685	227
OPS (1) Date of the Late of FAS	UC-12	2	470	203

<sup>(1)</sup> Data extracted from FAS Home Station Aircraft Database.

<sup>(2)</sup> See Military Handbook 844 (AS) or airframe specific NATOPS manuals.

<sup>(3)</sup> The average quantity of product issued in a single refueling on a day-to-day basis.

<sup>♦</sup> Requirement: The Contractor shall maintain fuel facilities and equipment and respond to requests for mobile and direct servicing of aircraft causing operational delays.

<sup>✓</sup> The Contractor shall inspect, sample, and maintain refueling equipment.

<sup>✓</sup> The Contract shall respond for accomplishing servicing request in a safe and timely manner.

<sup>✓</sup> The Contractor shall adhere to all operational safety rules, i.e., grounding and bonding, safety distance criteria, fire watch, and other safety guidelines as may be appropriate.

<sup>✓</sup> The Contractor shall fully document all issues of product.

✓ Contingency plans shall ensure uninterrupted mission support.

- Minimum Performance Standards:
  - ✓ All equipment inspected and sampled by 0800 daily. Inspection documentation and laboratory reports available.
  - ✓ One hundred percent respond to refueling requests within 20 minutes.
  - ✓ No fuel spills due to Contractor negligence or misconduct.
  - ✓ Daily truck inventories one hundred percent accurate.
  - ✓ Documented issues/defuel/truck fills quantity One hundred percent accurate.
  - ✓ Issue documentation One hundred percent complete and legible.
  - ✓ Fuel servicing safety procedures and precautions observed.

## C-2.3 Bulk Fuel Operations

Bulk fuel operations are defined as the receipt, storage, handling, and issue of fuel products at the primary bulk storage facility. It also provides for quality surveillance, system maintenance, and product accounting, functions that are covered under other sections of this PWS. The Contractor shall be responsible for performing bulk fuel operations and safeguarding fuel supplies under normal and adverse conditions.

## C-2.3.1 Product Storage

The facilities outlined within this section are those that comprise the main storage system generally referred to as bulk storage or the fuel farm. Tankage and components outside this area, the service station for instance, are covered in their respective sections.

Bulk storage consists of thirteen 6,000 barrel, two 12,000 barrel and one 3,600 barrel jet fuel tanks, two 25,000 gallon MUR and two 25,000 gallon LS2 tanks, a 2,000 gallon LS-2 tank, their components, receipt headers, and fillstands, all of which is spread over four widely dispersed tank farms. Appendix A provides a detailed breakdown of all facilities. The Contractor shall provide the necessary staffing to undertake and document daily and cyclical inspections, to manipulate components to receive, transfer, and issue product, to continually monitor systems, and to perform preventive and operator maintenance on all bulk storage facilities. In addition, the Contractor shall be capable of performing all other functions relative to an active storage operation, i.e., inventory, quality, housekeeping, security, and environmental protection as outlined here and elsewhere within this contract.

## C-2.3.2 Bulk Product Receipts

Jet fuel, JP8, is received by barge through a single manually operated loading arm or one of two fuel pier risers at approximately 1600 GPM. A single barge delivers approximately 550,000 gallons of product in a six-hour period. The Contractor shall undertake all actions to receive and store product. Such work shall include the preparation of tankage for receipt, gauging and preparation of documentation, operation of a Government provided and maintained boat, deployment and opening of the boom system, and the taking and submission of samples applicable to the receipt operation. All incoming barge deliveries shall be inspected and product sampled and tested in accordance with MIL-STD-3004 and NAVAIR 00-80T-109 to verify product identification and quality. Quantity determination, i.e., before and after gauging of tanks and computation of receipts at 60 degrees Fahrenheit, as outlined in DOD 4140.25M applies shall also be accomplished.

JP5, MUR and LS2 are received by commercial tank truck in 7,800-gallon increments, as product is required. JP8 and ground fuel receipt are limited only by tank capacity. All incoming delivery trucks shall be inspected and product sampled and tested in accordance with MIL-STD-3004 and NAVAIR 00-80T-109 to verify product identification and quality. Quantity determination, i.e., before and after gauging of tanks and computation of receipts at 60 degrees Fahrenheit, as outlined in DOD 4140.25M applies shall also be accomplished.

Figure 4 represents the a historical workload for product receipts at bulk storage. <u>Exhibit 1</u> provides expanded JP5/8 historical workload data in terms of gallons received per month and the number of truck delivering product. Data applicable to the storage at the service station is reflected in <u>Section C-2.4</u>.

Figure 4: Bulk Product Receipts

Year	Product	Mode (2)	Number of Receipts	Total Gallons Received	Average Receipt
FY99	JP5/8	В	36	20,237,867	562,163
FY00	JP5/8	В	37	21,840,745	590,290
FY01 (1)	JP5/8	В	16	8,852,295	553,268
Total			89	50,930,907	572,257
FY99	MUR	TT	12	130,574	10,881
FY00	MUR	TT	12	121,522	10,127
FY01 (1)	MUR	TT	1	10,090	10,090
Total			25	262,186	10,487
FY99	LS2	TT	18	139,251	7,736
FY00	LS2	TT	12	103,251	8,604
FY01 (1)	LS2	TT	1	39,372	9,843
Total			34	281,874	8,290
FY99	FO2	TT	3	13,018	4,339
FY00	FO2	TT	11	22,000	2,000
FY01 (1)	FO2	TT	8	16,000	2,000
Total			22	51,018	2,319

<sup>(1)</sup>Data current through February 2001

- ♦ Requirement: The Contractor shall receive and perform applicable quality and quantity determinations for all products handled under this contract.
  - ✓ The Contractor shall immediately notify the COR of any operational discrepancies.
  - ✓ All individual bulk deliveries of petroleum products in excess of 3,500 gallons shall be corrected to standard temperature of 60 degrees Fahrenheit in accordance with table series of the API tables.
- Minimum Performance Standards:
  - ✓ No fuel spills due to Contractor negligence or misconduct.
  - ✓ No Contractor caused delays during tank truck receipt operations.
  - ✓ All samples taken and tests conducted in accordance with MIL-STD-3004 and local directives.
  - ✓ All documents, including post receipt inventories, one hundred percent complete and forwarded to fuel accounting by 0900 daily.

#### C-2.3.3 Bulk Product Issues

JP5/8 is transferred to the refueling system day tank and issued to refuelers via the fillstand system, facility 363 for JP-8 and 487 for JP-5. One of the two storage tanks shall normally be kept in the ready-to-pump (issue) mode to supply product to the fillstand system on demand. Except for scheduled maintenance and other occurrences of which the fuel dispatch center has been notified, the Contractor shall maintain a tank and the fillstand system in the ready-to-issue mode.

Both MUR and LS2 are issued to ground fuel delivery trucks at fillstands 2622/2623 and 2625/2626 respectively.

Figure 5 provides data regarding bulk storage output in term of gallons transferred or issued and provides historical data relevant to specific transfer activities and filter use.

<sup>(2)</sup> Mode of receipt: PL for pipeline, TT for tank truck, for TW tank wagon, B for barge.

Figure 5: Bulk Storage Output

Year	Product	То	Number of Transfers	Total Gallons Transferred	Average Transfer
FY98	JP5/8	Fillstands	2,818	20,135,263	7,145
	JP5/8	Day Tank	274	16,714,402	61,001
	MUR	Fillstands	52	20,384	392
	LS2	Fillstands	167	142,591	854
FY99	JP5/8	Fillstands	2,935	20,869,421	7,111
	JP5/8	Day Tank	198	9,153,055	46,228
	MUR	Fillstands	50	17,062	341
	LS2	Fillstands	160	128,890	806
FY00	JP5/8	Fillstands	3,059	21,658,357	7,080
	JP5/8	Day Tank	156	7,778,551	49,863
	MUR	Fillstands	46	16,813	366
	LS2	Fillstands	146	86,652	594
FY01	JP5/8	Fillstands	1,004	7,049,241	7,021
	JP5/8	Day Tank	28	2,702,132	96,505
	MUR	Fillstands	17	6,421	378
	LS2	Fillstands	51	29,645	581

- Requirement: The Contractor shall issue (maintain a tank system in the ready-to-issue mode) product without causing operational delays and ensure that all product is on specification.
  - ✓ The Contractor shall immediately notify the COR of any discrepancy or issue that may result in the inability to issue product from the day tank system.
- Minimum Performance Standards:
  - ✓ All products issued shall be on specification.
  - ✓ No fuel spills due to Contractor negligence or misconduct.
  - ✓ No more than 0.5% variance tolerance as defined in Appendix D.
  - ✓ Immediate communication with the fuel dispatch center and COR regarding occurrences that may result in direct fueling system delays.

# C-2.4 Service Station Operations

The service stations, automated systems, shall be inspected, preventive/operator maintenance performed, data collected as applicable, tanks inventoried, and the systems readied for customer service and monitor for the hours and days reflected in Figure 1. Service station operations, the dispensing of ground products from a fixed facility/system to authorized customers, are conducted at The Seaplane Base, building 357 (LS2 only), and Ault Field, building 2702 (MUR only). The Contractor shall provide qualified personnel to perform the aforementioned tasks and duties as further defined within this section.

The Ault Field station consists of a dispensing facility connected to two 25,000-gallon vaulted underground MUR tanks located in Tank Farm #4. MUR is received by commercial tank truck in 10,000-gallon increments as needed. The Seaplane Base service station consists of a 2,000-gallon underground LS2 tank and components. LS2 is received by commercial tank wagon in small gallon increments as needed. The Contractor shall order products through the Fuel Management Office as required to maintain inventories at the service stations. All deliveries will normally be made during the operating hours listed for "Bulk Storage Operations" in Figure 1. Workload factors for service station operations, receipts, issues, and averages by month, are summarized in Figure 6 below.

Figure 6: Service Station Operations

Fiscal Year	Grade	Total Gallons Issued for the Year	Average Gallons Issued by Month	Total Gallons Received for the Year	Average Receipts by Month
FY1998	MUR	134,372	11,198		
FY1999	"	118,101	9,842	130,574	10,881
FY2000	"	103,530	8,628	121,522	10,127
FY2001 (1)	"	11,225	935	10,090	10,090
Total & Average	"	367,228	8,957	262,186	10,366
FY1998	LS2	48,288	4,024		
FY1999	"	23,977	1,998	139,251	11,604
FY2000	"	25,804	2,150	103,251	8,604
FY2001 (1)	"	7,046	587	39,372	7,874
Total & Average	"	105,115	2,564	181,874	9,360

<sup>(1)</sup> Data provided through the month of February 2001.

Service station facilities and equipment shall be inspected, pre and post inventories performed, products received, and quality surveillance performed by the Contractor. In essence, those tasks associated with the operation of a bulk storage facility shall be undertaken by the Contractor at the service station.

In the event of a mechanical failure during which the service station **can** be operated manually, the Contractor shall man the affected service station(s) to assist customers and document issues for the days of the week and hours mutually agreed upon by the Contractor and COR and posted at the affected station. In the event of a power/mechanical failure during which the service station **cannot** be operated at all, the Contractor shall post instructions at the affected station(s) and position and man the ground fuel truck as posted to assist customers and document issues for the days and hours mutually agreed upon by the Contractor and COR.

At those installations where the automated service station is compatible with FAS, the Contractor shall import data into the FAS Gas Log daily, Monday through Friday. Weekend/holiday activities shall be imported on the first duty day following the weekend or holiday.

- Requirement: The Contractor shall maintain, man as necessary, the military service station so as to ensure customer support with specification products for the hours specified in Figure 1.
  - ✓ The Contractor shall notify the COR of any discrepancy or issue that may result in the inability to meet customer demands for products at the service station.
- ➤ Minimum Performance Standards:
  - ✓ One hundred percent receipt quality/quantity accuracy.
  - ✓ One hundred percent inventory accuracy.
  - ✓ Inventory documentation complete, legible, and forwarded to accounting by 0900 Monday through Friday.
  - ✓ As applicable, data downloaded and imported to FAS by 0900 Monday through Friday
  - ✓ Facility PM accomplished and cleanliness maintained.
  - ✓ Contractor capable of manual operations for the hours specified in sub-paragraph three above.

# C-2.5 Ground Fuel Delivery

Ground fuel delivery operations are defined as the delivery of ground fuels, i.e., gasoline, diesel, heating oil, and jet fuel used in lieu of diesel, to authorized customers by truck. The Contractor shall be responsible for performing all ground fuel delivery operations, and safeguarding fuel supplies under its control during normal and adverse conditions. Figure 7 provides a historic picture of ground fuel deliveries for the periods indicated.

The Contractor shall furnish ground fuel servicing equipment configured in accordance with Section C3.2.3 and the qualified/licensed personnel to operate and maintain such equipment to undertake ground fuel delivery operations during the hours specified in Figure 1. Ground fuels, unleaded regular gasoline (MUR) and low sulfur diesel (LS2), shall be delivered as scheduled to the using activities as outlined in Figure 8. Unscheduled requests for ground fuel received by the fuel dispatch center shall be accomplished within the time limits mutually agreed upon by the requesting activity/dispatcher.

Ground fuel deliveries to off station locations shall be accomplished using trucks that are configured and licensed/permitted for use on public roads. All Federal, state, and local inspections, permits, licensing and insurance requirements for the truck(s)s used on public roads, shall be a responsibility of the Contractor. Operators shall be licensed as set forth in <u>Section</u> C-1.11.

A list of delivery points by specific location, building/facility number, tank characteristics, tank size, average delivery quantity, a delivery schedule, if known or established, is provided by Figure 8. Maps identifying all established and scheduled delivery points, by grade of product, will be provided by NAS Whidbey Island and will become a part of the contract, see Appendix F. On contract start up, the Contractor shall survey all delivery locations and confirm delivery schedules to ensure uninterrupted customer support. The Contractor shall make ground fuel deliveries to the points identified, and respond to other requests for services received by the dispatch center during the hours listed in Figure 1. The Contractor shall update the delivery points outlined in Figure 8 and inform the Government as changes occur.

The Contractor shall document each ground fuel issue using forms or logs that provide all the information required to fully satisfy the data entry requirements of the Gas Log of the Fuels Automated System (FAS). The Contractor shall input truck issue data into the FAS Gas Log daily, Monday through Friday. Weekend/holiday activities shall be imported on the first duty day following the weekend or holiday.

Figure 7: Ground Fuel Delivery

Year Grade Total Gallons Issued for the Ye		Total Gallons Issued for the Year	Average Monthly Gallons	Total Number of Deliveries for the	Average Number of Monthly Deliveries
FY1998	MUR	16,913	1,409	286	24
FY1999	"	19,496	1,625	459	38
FY2000	"	17,099	1,425	995	83
FY2001 (1)	"	6,468	539	636	53
Total/Average	"	59,976	1,463	2,376	58
FY1998	LS2	70,508	5,876	1,087	91
FY1999	"	125,997	10,500	1,483	124
FY2000	"	78,757	6,563	3,891	324
FY2001 (1)	"	29,781	2,482	1,511	126
Total/Average	"	305,043	7,440	7,972	194
FY1998	FS2	11,693	974	20	2
FY1999	"	23,846	1,987	112	9
FY2000	"	22,275	1,856	171	14
FY2001 (1)	"	15,725	1,310	105	9
Total/Average		73,539	1,793	408	10

<sup>(1)</sup> Workload through the end of February 1999 depicted.

**Figure 8: Ground Fuel Delivery Points and Schedules** 

Location <sup>(1)</sup> (Point/area at which product is	Grade	Tank <sup>(2)</sup> Capacity	Average (3) Issued	Schedule <sup>(4)</sup> (Time, day(s) of the week/month)
Ground Support Equipment (GSE), 25	LS2	Various	8 ea	M-F 0800, 1500 & 2200; Sat 1000 & 1600
Fire Department, 10 Trucks	LS2	Various	15 ea	Daily
Various Base Issues, 40 ea	LS2	Various	35 ea	Daily
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Golf Course	LS2	267	100	Weekly
Marina	LS2	55 Various	55	Semi-Monthly
Flight Line Forklift, 1 ea	MUR		15	Daily
Flight Line Tow Tractor, 2 ea	MUR	Various	15 ea	Daily
Flight Line APU, 1 ea	MUR	Various	20	Daily
Golf Course	MUR	450	200	Weekly
Marina	MUR	300	100	Weekly
Fuels/EPA Boats, 4 ea	MUR	Various	60 ea	Semi-Monthly
MWSS	LS2	Various	400	Monthly
CBU 417	LS2	Various	100	Monthly
OLF Coupeville, Crash Trucks, 2 ea	LS2	Various	25 ea	Weekly
Flightline Area, 15 Units	MUR	Various	10	M-F 0800, 1500 & 2200; Sat 1000 & 1600
Buildings Requiring Burner Oil	7702	200		Frequency/quantity base on winter months
Quarters E, Bldg. 145	FS2	300	90	Semi-Monthly
Quarters F, Bldg. 146	FS2	300	60	Semi -Monthly
Quarters I, Bldg. 148	FS2	300	75	Semi -Monthly
Quarters O, Bldg. 210	FS2	300	75	Semi -Monthly
Hangar 9, Bldg. R-12	FS2	300	60	Monthly
Maytag Office, Bldg. 278	FS2	300	75	Semi -Monthly
Maytag Shop, Bldg. 278-1	FS2	300	70	Semi -Monthly
Weapons, Bldg. 423	FS2	2600	350	Semi -Monthly
LOX Plant, Bldg. 2621	FS2	1000	95	Semi -Monthly
Arts & Crafts, Bldg. 2641	FS2	1000	200	Monthly
SPB Tower, Bldg. 27	FS2	2300	500	Monthly
Can-Do-Inn, Bldg. 873	FS2	300	50	Monthly
Pistol Range, Bldg. 2580	FS2	300	125	Monthly
Rod & Gun Club, Bldg. 170	FS2	100	25	Monthly
Marines, Bldg. 2644	FS2	1000	150	Monthly
Portable Boiler 20160	FS2	1000	500	As required or requested (a backup boiler).
Emergency Generator				Serviced during/after use.
Fire Dept., Bldg. 16-1	LS-2	300	100	As required or requested.
Duty Office, Bldg. R-31	LS-2	300	100	As required or requested.
MWSS-473, Bldg. 108	LS-2	300	100	As required or requested.
Water Pump Station, Bldg. 198	LS-2	450	200	As required or requested.
Security, Bldg. 220	LS-2	300	100	As required or requested.
Sewage Plant, Bldg. 312	LS-2	500	250	As required or requested.
Runway Lights, Bldg. 368	LS-2	300	100	As required or requested.
Galley, Bldg. 382	LS-2	600	300	As required or requested.
Central Heat, Bldg. 384	LS-2	300	100	As required or requested.
NAS Administration, Bldg. 385	LS-2	600	250	As required or requested.
Central Tower, Bldg. 386	LS-2	200	80	As required or requested.
Swimming Pool, Bldg. 419	LS-2	75	25	As required or requested.
Sewage Plant, Bldg. 420	LS-2	300	100	As required or requested.
Sewage Pump, Bldg. 421	LS-2	100	40	As required or requested.
Weapons, Bldg. 430	LS-2	120	60	As required or requested.
Radar, Bldg. 856	LS-2	300	100	As required or requested.
RACON Hill, Bldg. 858	LS-2	500	250	As required or requested.
Sewage Pump, Bldg. 870	LS-2	500	250	As required or requested.
Radio Transmitter, Bldg. 874	LS-2	300	100	As required or requested.

Air Field Lights, Bldg. 889	LS-2	500	200	As required or requested.
Parr Site, Bldg. 894	LS-2	150	50	As required or requested.
NAMTRADEET, Bldg. 976	LS-2	250	110	As required or requested.
Rec Site, Bldg. 987	LS-2	500	240	As required or requested.
Hospital, Bldg. 993	LS-2	1000	500	As required or requested.
Hospital, Bldg. 993-1	LS-2	6000	2000	As required or requested.

Location (1) (Point/area at which product is	Grade	Tank (2) Capacity	Average (3) Issued	Schedule (4) (Time, day(s) of the week/month)
Trans Site, Bldg. 2508	LS-2	2500	1000	As required or requested.
Hard Stand, Bldg. 2577	LS-2	300	100	As required or requested.
Hangar -7, Bldg. 2544	LS-2	50	10	As required or requested.
TACAN, Bldg. 2596	LS-2	500	250	As required or requested.
NAVFAC, Bldg. 2700	LS-2	4500	2000	As required or requested.
Commissary, Bldg. 2742	LS-2	50	15	As required or requested.
Tact. Center, Bldg. 2771	LS-2	1000	400	As required or requested.
Sewage Plant, Bldg. 2796	LS-2	200	75	As required or requested.
Trailer. Mounted Generator 201060	LS-2	500	250	As required or requested.
Trailer. Mounted Generator 201061	LS-2	500	250	As required or requested.
Various Sites, Portable Generators	LS-2	150	75	As required or requested.
Other Requirements				Serviced during/after use.
Central Heat	JP8	40,000	3,000	As required to maintain backup stocks.
GSE Tank	JP8	500	300	Twice a week.

- (1) Maps provided under Appendix F plot exact location of delivery points.
- (2) The capacity of the equipment/facility tank. If issues are to GSE or vehicles with small tanks, use the term "various."
- (3) The average quantity of product issued each time the tank is topped off.
- (4) The best estimate as to the specific time product is normally delivered.
- A Requirement: The Contractor shall man and maintain the ground fuel equipment to ensure customer support with specification products for the hours specified.
  - ✓ The Contractor shall notify the COR of any discrepancy or circumstance that may result in the inability to deliver ground fuel products.
- Minimum Performance Standards:
  - ✓ All equipment inspected, and serviceable by 0800 daily. Inspection documentation available.
  - ✓ Daily truck inventories one hundred percent accurate.
  - $\checkmark$  Documented issues, defuels, and truck fills one hundred percent complete, accurate, and legible.
  - ✓ Ground fuel truck logs maintained and accurate.
  - ✓ Ground fuel truck issues, defuels, and truck fills entered into the FAS Gas Log Monday through Friday.
  - ✓ Fuel servicing safety procedures and precautions observed.

# C-2.6 Used Oil Collection and Handling

Used Oil Collection and Handling operations are not applicable under this contract.

Figure 9: Workload Factor, Used Oil Collection Not Used

Figure 10: Used Oil Collection Points and Pick-Up Schedule Not Used

## C-2.7 Recyclable Jet Fuel

Recyclable Jet Fuel operations are not applicable under this contract.

Figure 11: Recyclable Jet Fuel Collection Points and Pick-Up Schedule Not Used

Figure 12: Recyclable Jet Fuel Collection, Processing, and Issue Not Used

# C-2.8 Cryogenics Storage and Distribution Operations

Cryogenics storage and distribution operations are not applicable under this contract.

Figure 13: Cryogenic Receipts and Issues Not Used

## C-2.9 Inventory and Accounting

Inventory is defined as the physical measurement of products in terms of volume and temperature, the documentation of those measurements, and the conversion of observed measurements to standards recognized by the petroleum industry. Accounting is the manipulation of inventory, receipt, and issue data to portray an accurate record of daily events regarding the purchase, sale, and adjustment of fuel products, and captures that process as manual records and computer files. Fuel accounting shall include the accurate input of data into the appropriate FAS (Fuel Management) computer systems.

The Contractor shall be responsible for the inventory of petroleum products held by or within facilities, equipment, tanks, and vehicles the responsibility of or under Contractor control. The Contractor shall provide accurate inventories of all products as outlined by DOD 4140.25, Bulk Petroleum Management Policy, NAVSUP Volume II, Supply Ashore, other Navy regulations, and local instructions. Documentation consisting of inventory, receipt and issue forms, and logs and reports as may be used to compile, compute, and validate accurate product movements shall be forwarded to the Government fuel accounting office by 0900 Monday through Friday. Weekend/holiday inventories and documentation shall be forwarded to the fuel accounting office on the first duty day following the weekend or holiday.

The Contractor shall establish a fuel inventory regiment, a system of files and records, that provides ready access to daily, monthly, or other specific time segment information as may be defined by the COR. Such fuel accounting files, records, and processes shall facilitate:

- ✓ The continuous update and accurate portrayal of FAS system information
- ✓ The provisioning of inventory and workload information, to include local reporting, as may be requested by other Navy activities, the COR, and DESC.
- ✓ Audits and Inspections as may be conducted by the COR and other agencies.

The Contractor shall complete all inventory functions daily. Fuel Automated System (FAS) modules, files, and records applicable to product inventories shall be updated and balanced daily. A summary report of receipts, issues (refuels/defuels), product inventories, and other transaction shall be provided to the COR daily. Summaries of weekend/holiday activities shall be forwarded to the COR on the first duty day following the weekend/holiday. In addition, a monthly report of contract activities and workload factors as outline in <u>Appendix H</u> shall be submitted by the 5<sup>th</sup> workday of the month to the COR for subsequent submission to NAVPETOFF FMB.

Inventory files and records are the property of the Government and shall be retained for the duration of the contract. All files shall be made available to the COR on request.

- ♦ Requirement: The Contractor shall inventory and fully account for all fuel products under its control.
  - ✓ The Contractor shall establish inventory procedures agreeable to the Government.
  - ✓ The Contractor shall fully document all receipts, issues, and inventories.
  - ✓ The Contractor shall make all FAS inventory inputs relevant to fuel management.
  - ✓ Daily inventory forms shall be validated/signed by the Contract manager or his/her representative.

#### Minimum Performance Standards:

- ✓ Documentation shall be forwarded to the Fuel Accounting Office by 0900 daily, Monday through Friday.
- ✓ One hundred percent accuracy of inventory documentation.
- ✓ Inventory processes, to include the update of computer systems, shall be completed daily
- ✓ All documentation shall be neat, legible, and filed for easy access.
- ✓ Inventory files and records shall be stored and available for the duration of the contract.

## C-2.10 Quality Surveillance

The Contractor shall, as outlined in Section C-1.4, prepare and maintain a Product Quality Surveillance (PQS) plan. The PQS shall outline policies and procedures to ensure products under the Contractor's care remain on specification. The plan shall include, but is not necessarily be limited to, product receipts, storage, and issue visual samples, the disposition of samples taken, and documentation of the quality surveillance function. On acceptance, the PQS shall be incorporated into the contract. The COR will review the PQS as necessary during the term of the contract and update it as required via NAVPETOFF and the DESC Contracting Officer.

No petroleum product shall be received or issued until product quality determinations and confirmation of conformance with specifications. Products shall be issued on a first-in, first-out basis unless otherwise specified or directed by the COR. Anytime product is received into a tank, regardless of source or reason, it shall be suspended from issue pending quality conformance sampling and notification of test results.

## C-2.10.1 Sampling

The Contractor shall take all samples, i.e., barge and truck receipt, daily Type "C" from trucks, fillstands, and direct fueling systems, correlation, daily visual samples, and squadron bowser (reclaimed fuel) samples. All samples requiring analysis shall be delivered to the NAS Whidbey Island fuel laboratory for testing. Barge receipt samples requiring a higher degree of testing, shall be forwarded to the regional fuels laboratory at Mukilteo, WA. Samples shall be taken in accordance with the API Manual of Petroleum Measurement Standards (MPMS), Chapter 8, Section 1, Manual Sampling of Petroleum and Petroleum Products as may be supplemented by local instructions. Local instructions will dictate the location of samples to be taken, the frequency, quantity, minimum tests required, and sample retention procedures applicable to NAS Whidbey Island.

#### C-2.10.2 Testing

The Contractor shall conduct all testing of all product samples submitted within the limits and capabilities of the station fuel laboratory. Unless otherwise specified, fuel shall be tested in accordance with MIL-STD-3004 and NAVAIR 80T-109. Calibration of laboratory test equipment and the replacement of standards shall be conducted by the Contractor and shall be included in the PM plan. Personnel performing quality testing shall be trained and qualified as outlined in <u>Section C-1.11</u>.

Figure 14: Quality Surveillance Sampling and Testing

Total Samples (1)		Total Tests (2)					
		Visual (3)	API	Particulate	AEL Water	Flash	FSII
JP5/8	5000	5000	50	3000	3000	50	50
MUR	24	24	24				
LS2	24	24	24				•

- (1) Estimated number of samples, by grade, for the first fiscal year of the contract.
- (2) Tests most commonly performed on the various samples drawn.
- (3) Visual test includes the inspection for particulate matter, free water, color, and appearance.

## C-2.10.3 Record Keeping and Reports

The Contractor shall maintain a sample log system (manual or computer based). The log shall reflecting the date and time a sample is received, the type of sample, and the test results. A log of samples requiring more extensive testing, i.e., to whom a sample is sent, the sample size, and the tests required shall also be kept. A copy of all test results provided by outside sources, including correlation testing, shall be maintained on file.

The Contractor shall establish and maintain a filling system relevant to quality surveillance records and maintain all such records in a neat, orderly manner. Historical product quality surveillance records shall be kept on file for the duration of the contract and be made available to the Government on request. All quality surveillance records and logs are the property of the Government.

#### ■ Workload Projection

- ✓ One hundred percent receipt sampling, weekly Type "C" sampling of trucks and filter systems, and monthly correlation, and the timely transport of samples to the fuel laboratory.
- ✓ One hundred percent record entry for all required samples.

#### ♦ Requirement:

- ✓ Quality of all petroleum products received, stored and issued meet specification requirements.
- ✓ Quality of all petroleum products is verified as suitable for their intended use.
- ✓ Records and petroleum samples are maintained to resolve quality concerns.
- ✓ The COR shall be notified immediately of any suspected fuel quality issues prior to further movement.
- ✓ A receipt sample shall be properly marked as to product, source, and date and stored as a retention sample.

#### Minimum Performance Standards:

- ✓ One hundred percent sampling prior to, during, and after all fuel receipts, transfers, and issues.
- ✓ One hundred percent visual testing.
- ✓ Sampling and testing does not cause delays resulting in demurrage charges.

## C-2.11 Property Management and Maintenance

The Contractor shall be responsible for the normal and continuous use and operation of all systems, facilities, and equipment furnished by the Government, and shall perform the preventive and operator maintenance required. The Contractor shall provide all manpower, materials, tools, instruments, devices and equipment not otherwise specified as Government-furnished but directly or indirectly called for within this contract or references cited to accomplish all preventive and operator maintenance. The purchase of repair services and supplies beyond the scope of the preventive/operator maintenance program will, given the appropriate approvals, be reimbursed under Section C-4.0, Logistics Support, Cost Reimbursable.

<u>Preventive Maintenance</u>. Preventive maintenance is a program of periodic or cyclical inspections and servicing designed to preserve and maintain equipment, apparatus, or facilities in such a condition that they may be effectively used for their intended purpose. Preventive maintenance will normally be limited to those actions that can be taken by qualified system operators using common hand tools and specialized tools or instruments as may be prescribed by a specific PM procedure. Beginning with Section C-2.12.1, the codes assigned to each of the sub-sections headings, i.e., Buildings and Structures (C), represent the preventive maintenance schedule for the item listed.

#### NOTE

Note that many of the PM action outlined herein are coordinated with the Contractor but performed by the Bases of Support (BOS) Contractor.

Operator Maintenance. Operator maintenance is that work accomplished during routine inspections, other than PM, and system use/operation. Operator maintenance may include, but is not necessarily limited to work such as the replacement of ground wires, plugs, and clips, the replacement of seals, O-rings, gaskets not requiring component tear-down, the lubrication of components, the tightening of nuts, bolts, and screws to prevent leakage and to stabilize equipment, or corrosion control and spot painting. Operator maintenance is normally limited to actions taken by operators using common hand tools.

Other Maintenance and Repair. Except as specifically outline herein, maintenance and repair beyond that defined as preventive and operator maintenance, i.e., the unplanned repair or replacement of components that show abnormal wear or fail, must be approved by the COR. Tasking and reimbursable for other maintenance and repair actions on the part of the Contractor will be provided as outlined by Section C-4.2.

## C-2.12 Preventive Maintenance - Facilities and Equipment

The CMP established in Section C-1.4 shall provide for the inspection, servicing, calibration of equipment, and care of facilities at specified intervals. Appendix A, Government Furnished Facilities, and Appendix B, Government Furnished Equipment, Supplies, and Services, provide a listing of facilities and equipment requiring preventive maintenance and shall serve as the basis for the CMP. The CMP shall provide a systematic approach to planning, scheduling, documenting/reporting and managing (labor, materials, time, and costs) to perform those actions that contribute to the uninterrupted function of fuel systems. The CMP shall include periodic inspection; testing, and minor repair of equipment and facilities in accordance with manufacturer's recommendations or commercially accepted practices.

The following items of inspection are applicable to NAS Whidbey Island. The codes following each item heading, Gauge (Pressure, Differential, and Vacuum) (A) for instance, represent the scheduled preventive maintenance cycle of Annual. The code does not dictate or imply the only time an item will be monitored or inspected. In all cases, discrepancies within the preventive/operator maintenance program shall be documented and corrected. Those deemed beyond the expertise of the Contractor or outside normal preventive maintenance shall be recorded on the applicable inspection report and forwarded to the COR for action.

# C-2.12.1 Buildings and Structures (C)

The Contractor shall ensure that all buildings, structures and facilities used by or under Contractor control are kept clean and sanitary. The Contractor shall sweep, mop, and wax floors and wash windows and walls so as to present a clean, orderly appearance. Maintenance and storage buildings shall be kept in clean and orderly manner. Areas immediately around buildings for which the Contractor is responsible shall be kept free of debris. The Contractor shall not allow fire hazards, such as oily rags, loose paper, and trash to accumulate in or around buildings, structures, facilities, and areas used, occupied, or controlled by the Contractor.

Requests for pest, rodent, and vegetation control shall be forwarded to the appropriate work center or agency via the COR. The use of pesticides, insecticides, fungicides, and rodentcides by the Contractor is prohibited.

The Contractor shall reset circuit breakers and switches, furnish and replace burned out standard and fluorescent lights, and plunge sinks and toilets. Other building/structure maintenance requirements, i.e., electric, carpentry, and other skilled trade work shall be forwarded to the appropriate work center or agency via the COR. The Contractor shall not alter any structure or allow it to be altered without explicit written approval by the Government.

# C-2.12.2 Trash Removal (W)

The Contractor shall be responsible for the pick-up of all trash and debris within and around fuel areas controlled by the Contractor, and shall dispose of it in government-furnished containers. The Government will dispose of the trash placed within the containers provided.

# C-2.12.3 Grounds (C)

Grounds maintenance is coordinated with the Contractor but performed by the BOS.

The use of herbicides by the Contractor is prohibited. Any application of herbicides will be undertaken by the Government.

# C-2.12.4 Roads and Paved Surfaces (C)

All roads, paved surfaces, curbing, and sidewalks within contracted fuel management areas shall be monitored continuously. Damage, defects, and the need for repairs shall be documented and reported to the appropriate work center via the COR.

## C-2.12.5 Fences and Gates (C)

The Contractor shall inspect all fences, to include signs and markings, gates and automatic gate openers, of fuel management compounds. Discrepancies shall be recorded and a work request forwarded to the appropriate work center via the COR.

# C-2.12.6 Lighting (C)

Exterior lighting, security lighting, and exterior building lights will be monitored on a continuous basis. Discrepancies shall be recorded and a work request forwarded to the appropriate work center via the COR.

## C-2.12.7 Other Facilities, Equipment, and Utilities (C)

The Contractor shall continuously monitor other facilities, equipment, and utilities, i.e., AFFF Systems, storm drains, exterior water systems, power poles, lines and transformers, and exterior telephones within Fuel Management areas. Deficiencies shall be documented and reported to the appropriate work center via the COR.

## C-2.12.8 Storage Tanks (W)

The Contractor shall visually inspect the exterior of all storage tanks and tank components on a continuous basis. All inspections shall be documented and corrective action within the scope of PM/operator maintenance accomplished as deficiencies are noted. Maintenance such as exterior painting of tank(s) and tank inspection/cleaning shall be recorded on the appropriate inspection document, and a work request forwarded to the appropriate work center or agency via the COR.

The Government will be responsible for the complete painting of tanks and internal tank inspection and cleaning. Upon notification of a cleaning project, the Contractor shall, to the extent possible, use installed system-pumping equipment to ready all selected tanks for cleaning and inspection by emptying them of product. On completion of tank cleaning, or repairs, the Contractor shall be responsible for a complete tank/system inspection to ensure all components are ready to be returned to service. The Contractor shall update all PM systems, programs, and records.

## C-2.12.9 Berms/Containment Systems (C)

The Contractor shall ensure that all berms and containment systems are kept clean, free of vegetation, and other debris that may hamper proper system drainage. Drain valves shall be inspected and actuated monthly. The Contractor shall clean all moats, i.e., keep them free of accumulations of dirt, debris, and vegetation. The direct discharge of any liquid from any berm/containment system shall comply with all Spill Prevention Control and Countermeasures (SPCC) plan and National Pollution Discharge Elimination System (NPDES) permit as applicable. The Contractor shall maintain a log of the dates berms are drained, observed conditions of the water drained, and who performed the drain operation.

# C-2.12.10 High/Low Level Alarms and Control Valves (Q)

The Contractor shall test installed alarm systems, i.e., horns, lights, control board statue lights and signals, and high level control valves quarterly.

# C-2.12.11 Automatic Tank Gauge (ATG) System (Q)

The Contractor shall monitor ATG systems continuously. ATG readings shall be validated by manual gauging quarterly.

# C-2.12.12 Pumps, Reduction Gears, and Pump Motors (Q)

The Contractor shall monitor all the fuel system pumps, reduction gears, and pump motors and report any malfunction to the COR. Scheduled PM is coordinated with the Contractor but performed by the BOS.

## C-2.12.13 Valves and Valve Motor Operators (Q)

The Contractor shall inspect and perform preventive/operator maintenance on all types of valves (gate, ball, globe, plug, both lubricated and non-lubricated, check, and double block and bleed). The Contractor shall inspect, clean, lubricate as needed, and operate/actuate each system valve to ensure proper function. Motor operators shall be inspected, cleaned/lubricated as needed and actuated to ensure proper operation.

Flow control valves with pilot, solenoid, and pressure relief control assemblies shall be monitored on a continuos basis. Discrepancies such as erratic performance or valve failure shall be documented and reported to the appropriate work center via the COR.

Miscellaneous small valves, all types 1½ inch or smaller, shall be monitored continuously. Discrepancies shall be recorded and a work request forwarded to the appropriate work center via the COR.

## C-2.12.14 Filter Separators and Monitors (C)

The Contractor shall inspect/monitor filter separator and fuel monitor vessels and components, i.e., sight gauges, flow indicators, and air eliminators continuously. Systems shall be inspected, water drained, differential pressure readings recorded, and components calibrated/tested as outlined by applicable manufacture's pamphlets, industry standards, and military specifications.

Beyond the normal PM process, the Contractor shall be responsible for physically changing filter separator and fuel monitor elements, and maintaining the filter/monitor vessels, i.e., replace worn components such as gaskets, spacers, washers, and other minor parts. The Contractor shall control and prepare used elements for disposal in accordance with local environmental regulations.

Small in-line filters, service station dispensing pump filters for instance, shall be replaced in accordance with manufacturer's recommendations.

## C-2.12.15 Relaxation Chambers (C)

The Contractor shall inspect relaxation chambers for stress fractures, leaks, and operation of the components attached. Pressure/thermal relief valves, pressure gauges, inlet/outlet control valves, and other components as may be installed shall be monitored, tested, or calibrated as required for the specific component.

## C-2.12.16 Strainers (All Types) (M)

The Contractor shall inspect and clean system strainers monthly or more often as may be deemed necessary by system condition, flow, and pressure indicators. Defective strainers shall be replaced as necessary.

# C-2.12.17 Meters (S)

The Contractor shall monitor meters on a continuing basis and report any malfunction to the COR. Scheduled PM is coordinated with the Contractor but performed by the BOS.

# C-2.12.18 Gauges (Pressure, Differential, and Vacuum) (A)

The Contractor shall monitor gauges continuously and report any malfunction to the COR. Scheduled PM is coordinated with the Contractor but performed by the BOS.

# C-2.12.19 Pressure/Thermal Relief Valves (A)

The Contractor shall monitor all installed pressure/thermal relief valves continuously and report any malfunction to the COR. Scheduled PM is coordinated with the Contractor but performed by the BOS.

## C-2.12.20 Piping/Pipelines (A)

The Contractor shall monitor piping and pipeline systems, to include all types of expansion joints continuously. Active cross-country pipelines, pipelines outside of fuel management compounds, shall be monitored by line patrol. All piping shall be identified in accordance with the most current MIL-STD-161, and inspected and maintained in accordance with NAVFAC MO-230. The Contractor shall be responsible for spot painting/remarking of lines, keeping pipelines free of water/solids through low point drains, and keeping line/valve pits clean and dry. Pipeline right-of-ways shall be maintained by the Contractor.

The Government will be responsible for pipeline replacement, major repairs, and annual hydrostatic testing. After any testing/repair, the Contractor shall inspect, pressurize, and re-inspect the affected lines to ensure the integrity of the line and repairs performed before returning the pipeline to service.

## C-2.12.21 Loading Arms, Pantographs, and Nozzles (Q)

Inspect and maintain all loading arms, pantographs, and nozzles in accordance NAVFAC MO-230.

## C-2.12.22 Couplers, Connectors, and Swivels (Q)

The Contractor shall inspect and monitor all such fixtures, to include quick disconnect and emergency dry breakaway couplers. Leaks, wet spots, erratic mechanical operation, and the need for excessive force to operate such equipment shall be documented and reported to the appropriate work center for repairs.

# C-2.12.23 Hoses (All Types) (A)

Fuel hoses normally detached after an operation shall be drained, capped, and properly stored and protected from the elements after each use. Attached hoses, such as fillstand hose, shall be properly stored and protected to the maximum extent possible.

The Contractor shall test and mark hoses as outlined in NAVFAC MO 230.

The Contractor shall install or replace hoses as necessary. All hoses will normally be provided by the Government; however, the Contractor may be directed to purchase replacement hoses under Section C-4.0, LOGISTICS SUPPORT.

# C-2.12.24 Pits (M)

The Contractor shall keep all pipeline and component pits clean and free of water, debris, and fuel. The Contractor shall remove any water and/or fuel that may accumulate in pits and shall periodically air pits to reduce/prevent corrosion. Should any pit appear to contain excessive fuel or fuel vapors, the Contractor shall inspect all pipeline connections (flanges), valves, and controls, to locate and correct the problem or forward a work request to the appropriate work center or agency via the COR. Appropriate confined space safety measures shall be observed.

Pits known to be less than watertight shall be identified, marked, and monitored continuously.

# C-2.12.25 Manifolds (M)

The Contractor shall inspect manifolds for leaks and general condition of equipment as part of its daily inspection process. The Contractor shall perform preventive and operator maintenance to including the actuation of valves, the tightening of nuts, bolts, and screws, and spot painting. The Contractor shall keep manifolds areas clean and free of debris.

# C-2.12.26 Pier Facilities (Piping, Risers, and Valves) (Q)

Pier fuel facilities, piping, risers, connectors, valves, and gauges, shall be inspected on a continuous basis. Pressure/thermal relief valves, pressure gauges, valves, and other components as may be installed shall be monitored, inspected, tested, and calibrated as outlined for the specific type of component installed.

## C-2.12.27 Pier Loading Arms (S)

The fuel pier-loading arm shall be monitored on a continuous basis. Inspect the unit frequently during use for any signs of leaks at the swivel joints. The loading arm shall be hydrostatically tested annually with the test date stenciled on the arm.

## C-2.12.28 Truck Fillstands (Q)

Fillstand(s) shall be inspected on a continuous basis for leaks, faulty components, loose connections, and filters/monitor differential pressure readings. The Contractor shall perform all preventive maintenance that may include replacing ground wires, clamps and plugs, replacing seals, gaskets, and O-rings not requiring component tear-down, replacing burned out lights, and the cleaning of strainers. The Contractor shall also accomplish corrosion control and spot painting of fillstand facilities. See other sections regarding the inspection, preventive/operator maintenance, and calibration of specific components of the fillstand.

Overfill protection and grounding systems, i.e., Scully and OPW overfill protection, and Scully Ground Hog grounding system shall be monitored on a continuing bases. Discrepancies shall be recorded and a work request forwarded to the appropriate work center via the COR.

The Contractor shall ensure the area is clean and that the fillstand containment area is free of water and product residue.

## C-2.12.29 Oil/Water Separator System (M)

The Contractor shall visually inspect and measure the contents of oil/water separators. Gauge readings and noted discrepancies shall be documented and reported to the appropriate work center via the COR. Oil/water separator systems are maintained by the BOS.

## C-2.12.30 Cathodic Protection System (M)

Cathodic protection systems are maintained by the BOS.

# C-2.12.31 Electrical Bonds, Grounds, and Insulators (M)

Electrical bonds shall be checked for continuity of current flow, static grounds for resistance, and insulators for non-flow of current. Inspection and checks shall be made as outlined by NAVFAC MO-230 and records of readings maintained.

Bulk Storage Tanks: Tank grounding shall be inspected quarterly. Visually inspect the ground connections around the periphery of the base, tighten loose connections, clean corroded connections.

# C-2.12.32 Shower and Eyewash Stations (W)

The Contractor shall inspect and test shower and eyewash stations for proper function.

# C-2.12.33 Corrosion Control and Painting (C)

The Contractor shall perform corrosion control and minor painting (of those systems requiring painting) as part of housekeeping. Minor/spot painting consists of preparing, applying primer and repainting small surfaces areas (a square yard of flat surface or 6 linear feet of 6 inch piping) and small components, i.e., valves, strainer, and motors, to protect surfaces from corrosion and to preserve appearances. The application of color code bands as outlined in Military Standard, Identification Methods for Bulk Petroleum Products Systems, MIL-STD-161 shall also be accomplished by the Contractor.

The Contractor will not be required to paint large vertical surfaces such as buildings and tanks or entire pipeline systems.

Paint and primer used shall be oil base type suitable for use on metal, exterior surfaces and shall be matching or compatible with existing surface paint.

## C-2.12.34 Spill Remediation Kits (M)

Spill remediation kits of all sizes and types shall be inspected and monitored continuously. Supplies, kit components, or items used shall be provided/replaced by the Contractor.

## C-2.12.35 Service Station Facilities (C)

Service station facilities, manual or automated, shall be inspected and monitored continuously. Components, i.e., filters, pumps, hoses, nozzles, and other relevant items as may be listed above shall be inspected as a part of the PM program.

## C-2.12.36 Starcart (H14K) Fuel Dispensing Module (C)

The Contractor shall be responsible for the inspection, maintenance, and upkeep of the direct refueling system and the Starcart fuel dispensing modules used as the pump/filter component thereof. Components, i.e., filters, pumps, hoses, nozzles, and other relevant items as may be listed above shall be inspected as a part of the PM program. In addition, the Contractor shall fully maintain the motor, pump, filter, flow control, frame and cover, as well as the complement of spare hose and fittings applicable to a readily deployable condition.

The carts assigned shall be rotated into the active direct refueling system at least every 90 days. The in use module shall be inspected and sampled daily or as flight schedules require. The spare, ready to use module shall be inspected weekly, operated and recirculated monthly, as well as fully inspected and recirculated on placing the unit in service.

- □ Workload Projection: The Contractor shall maintain all structures, Contractor or Government furnished, maintain the cleanliness and appearance of those structures and areas around such structures. The Contractor shall observe, monitor, and inspect all grounds, structures, facilities, components, and equipment, document observations, and report the status of all under Contractor control so as to ensure the continued operation of all fuel facilities.
- All Government property under Contractor control shall be monitored, inspected, and maintained in safe, working condition so as not to hinder or delay operations.
  - ✓ The COR shall be informed immediately of abnormal wear and tear, malfunction, or breakdown of Government facilities or equipment.
- ➤ Minimum Performance Standards:
  - ✓ Grounds, facilities, and structures maintained to present a clean, orderly, and safe work environment.
  - ✓ Preventive/operator maintenance performed as scheduled/required.
  - ✓ Preventive/operator inspections and maintenance fully documented.
  - ✓ The preventive maintenance program maintained and current.
  - ✓ Maintenance beyond normal PM/operator programs reported to the COR.

## C-2.13 Training and Records Keeping

The Contractor shall establish and maintain for the duration of the contract a training program that is acceptable to the Government. A training plan, both summary and final, shall be provided to the Government as outlined in Section C-1.4. On acceptance, the complete training plan shall become a part of the contract. The training program shall ensure that all contract personnel receive training ranging from initial employee indoctrination to fuel safety issues as outlined in, but not necessarily limited to, Figure 15. Training shall be fully documented. The Personnel Qualification Standard (PQS) for Aviation Fuel Operations Ashore, NAVEDTRA 43288A shall be used as the core training record for all fuel personnel. All such training documents or a complete copy thereof, excluding proprietary company information, shall be provided to the employee on termination of duties with the contractor.

**Figure 15: Contractor Training** 

Training (1)
Rase Driver Training and Familiarization to include Flightline Operations
Fire Prevention and Control
Confined Space Entry (as applicable)
Protection of the Environmental
Facility Response Plan (FRP)
Hazardous Communication
Hazardous Waste Operations and Emergency Response (40 Hour HAZWOPER training followed by an annual 8 hour refresher)
Lock-Out-Tag-Out Procedures
Safe Transportation of Hazardous Materials
Fuel System Safety
Fuels Automated System (FAS)

- (1) Except as may be specified by other sections of this contract, the government is not obligated to train or provide training to contract personnel. However, incidental training as may be mandated by the base and provided without cost to the Contractor, i.e., fire prevention or base/flightline familiarization, shall be fully documented within an employee's training record.
- Requirement: Personnel shall be continually trained and developed regarding work habits and skills applicable to the petroleum management mission and related procedural, safety, quality, administrative, and accounting functions.
- > Minimum Performance Standards.
- ✓ A complete copy of the training plan readily available to the Government on request.
- ✓ One hundred percent compliance with the government accepted training standards.
- ✓ All employee training records complete and annotated regarding required training as outline in the Training plan.
- ✓ Training records for all employees readily available to the Government on request.
- ✓ Training materials, literature, documents, aids, and information readily available to all personnel.

# C-2.14 Contractor Safety Plan

The Contractor shall, as outlined in Section C-1.4, establish and maintain, for the duration of the contract, a comprehensive fuel and cryogenics safety program that complies with applicable Federal, state, and local laws as well as Navy instructions and regulations. Figure 16 lists those sections (safety plans) to be provided by the contractor and Government plans to be incorporated in the final plan. On acceptance, the safety plan shall become a part of the contract.

Figure 16: Required Contractor Safety Plans

Safety
Industrial Hugiene Plan (Physical survey performed by the Government )
Confined Space Entry Plan
Disaster Preparedness Plan (Provided by the Government.)
Fire Prevention and Protection Plan (Provide for all Contractor used and controlled systems and facilities.)
Hazardous Waste Operations and Emergency Response Plan (Provided by the Government.)
Safety and Health Standards Plan

 $\Diamond$ 

- ♦ Requirement: Personnel shall be trained to recognize potential hazards, avoid exposure to danger, and to develop safe working habits and skills applicable to petroleum related operations.
  - ✓ The Contractor shall establish a smoking policy that prohibits smoking in other than in Government designated areas. The Contractor shall provide signs to be posted at the entrance to work areas that read, "NO SMOKING EXCEPT IN DESIGNATED AREAS." The Contractor shall also designate a smoking area and provide signs that read: "DESIGNATED SMOKING AREA."
- Minimum Performance Standards:
  - ✓ All safety plans shall be readily available to all personnel.
  - ✓ One hundred percent documentation and compliance with government approved Safety Plans.
  - ✓ One hundred percent documentation verifying all operations are conducted in accordance with government approved staffing charts.
  - ✓ Smoking and Non-Smoking areas designated.

#### C-2.15 Environmental Protection

In addition to the provisions of Section I, Clause I180, Clean Air and Water, the Contractor shall comply with the Government provided environmental plans listed in Figure 17. Environmental permits and licenses required to operate Government fuel facilities will be obtained by and kept on file by the Government. The environmental training as listed in Section C-2-13 shall be the responsibility of the Contractor.

**Figure 17: Environmental Documents** 

Environmental			
EPA Hazardous Waste Management System Plan	40 CFR 260-268		
Facility/Emergency Response Plan (OPA 90)	33 CFR 154, 40 CFR 112, 49 CFR 194		
National Pollutant Discharge Elimination System Permit Plan	40 CFR 122		
Oil Pollution Prevention Operations Manual	33 CFR 154		
Spill Prevention Control and Countermeasures (SPCC) Plan	40 CFR 112		
Pipeline Safety Regulations	49 CFR 195		

- Requirement: The Contractor shall take all necessary actions to prevent, control, or abate environmental pollution relative to fuel facilities, activities, and programs.
  - ✓ If the Contractor receives a Notice of Violation, the Contractor shall immediately notify the COR.
- Minimum Performance Standards:
  - ✓ Applicable document on hand and available to the Government on request.
  - ✓ One hundred percent compliance with environmental laws, regulations, and government environmental documents.

## C-2.16 Security

The Government will provide and maintain the physical security barriers to protect property. The Contractor shall be responsible for implementing the administrative and physical security measures to protect Government furnished facilities, structures, vehicles, equipment, and materials over which they have control, as well as, their own vehicles, equipment, tools, and supplies. Under the guidelines of the most current *OPNAVINST 5530.14*, *Navy Physical Security*, the Contractor shall perform the security measures outline in Figure 18. The Contractor shall provide all labor, vehicles, equipment, materials, and supplies necessary to manage and protect all the areas under their control and fulfill the requirements outlined therein. The inspection of physical barriers and lighting and the reporting of discrepancies are outlined in <u>Section C-2.12</u>.

Figure 18: Security Requirements

#### Security

Maintain controlled access to Government facilities under Contractor control.

Establish and maintain a key security and lock control system.

Maintain visitors logs.

Secure all gates, buildings, facilities, and systems when not in use.

Perform and document random security checks/patrols of areas not normally occupied beyond normal duty hours.

- Requirement: The Contractor shall ensure that all facilities and equipment are physically secure when not in use and controlled during normal duty hours.
  - ✓ DFAMS used only by personnel appropriately cleared and provided password access (see note to Section C-1.9.2, Fuel Accountant).
- ➤ Minimum Performance Standards:
  - ✓ Security requirements documented and files maintained.
  - ✓ Key and lock system established and controlled.
  - ✓ Visitors to Contractor operated facilities identified and logged.
  - ✓ Random security inspections performed and documented.
  - ✓ Facility inspections performed to ensure security systems are functional. Noted discrepancies reported.

## C-2.17 Property Inventory and Accountability

At contract turnover, see Section C-1.5, representatives of the Contractor and Government will conduct a joint inventory of all Government furnished facilities, systems, equipment, supplies, and other property to be furnished by the Government. They will jointly validate the list of facilities, fuel equipment, and components listed in Appendix A, and update the appendix to fully account for Government assets to be placed under the care and control of the Contractor. They will also update Appendix B to provide an inventory of all other Government furnished minor property. Both representatives will certify the completed appendices that will become a part of the contract.

The Government reserves the right to dispose of any unserviceable facilities, equipment, components, parts, materials, supplies, or other items furnished at any time during the contract. Items critical to the Contractor's performance will be replaced by the Government; or the Contractor may be tasked under Section C-4.0 to provide replacement items or procure repairs. Furthermore, the Government reserves the right to dispose of any unserviceable common use items such as office and rest area furniture, decorative pieces, and appliances such as coffee machines, microwave ovens, and refrigerators without replacement. Items as may be provided as Contractor Furnished Equipment (CFE) shall be disposed of, i.e., removed from the base or turned over to or sold to the follow-on Contractors, at the end of the Contract. All facilities, equipment, components, parts, materials, supplies, or other items furnished by the Government to the contractor shall be returned to the Government in as good a condition as received, allowing for normal wear and tear.

As outlined in Section I, Clause I114, the Contractor shall account for all properties, maintain records, and submit a report of Government Furnished Equipment/Property under Contractor custody annually, as of the anniversary of the contract. The report shall be forwarded to the COR not later than 30 days from the anniversary date each year of the contract. The Contractor's report shall provide a complete inventory of Government-furnished property under its custody. The Contractor shall identify all property deleted and received since the preparation of the last inventory and provide copies of source documents, i. e., Contractor/vendors invoices, for each item of Government-furnished property. As applicable, Appendix A and B shall be updated by the Contractor.

### C-2.18 Use of Government Facilities

The Contractor shall not permit or authorize personnel to store, repair, or care for personal property such as boats, motor vehicles, recreational vehicles, trailers, motorcycles, etc., on Government property under Contractor control. Likewise, the Contractor shall not use Government property, facilities, or buildings for the storage or repair of Contractor-owned vehicles and equipment not specified within this contract.

The parking of personal vehicles used for transportation to and from work will be permitted in designated vehicle parking areas during normal working hours.

### C-3.0 CONTRACTOR-FURNISHED EQUIPMENT

#### C-3.1 General

The Contractor shall provide all the vehicles, equipment, tools, supplies, and services specified and necessary for the normal and continuous safe operation, maintenance, and inspection, calibration and upkeep of the equipment identified herein. All tools, equipment, instruments, devices, parts, and supplies not otherwise specified as Government furnished but directly or indirectly called for within this contract or references cited shall be provided by the Contractor.

#### C-3.2 Vehicles

The Contractor shall provide the vehicles necessary to meet the workloads identified herein within the response times outlined in <u>Section C-2.2.2</u> for the petroleum related operations specified in <u>Figure 1</u>. All equipment shall be maintained in a fully serviceable condition by the Contractor and shall be fully capable of safely performing the tasks for which they are designed. Vehicles provided to an activity at contract start shall not be replaced or removed from the base without written notification to and approval by the Government. Standby or spare vehicles not specified or required herein but presented for use on station shall pass all inspections applicable to the equivalent type of equipment provided under this contract.

#### C-3.2.1 Prime Mover, Trucks and Tractors

Truck and tractor chassis provided under this contract shall not be more than eight (8) model years of age at the start date of the contract. Truck and tractor chassis shall be of a standard, first class commercial design equipped and sized to tow/carry the load to which it will be subjected. Subject to the minimum cargo tank capacity set forth in Section C-3.2.2.1.1, loading on any axle or set of axles shall not exceed the manufactures gross vehicle working rate (GVWR)/limitations. Equipment required for use or travel off station shall be properly licensed or permitted and loaded to comply with all federal, state, and local highway/road use laws, regulations, and code. Except as specifically modified herein, each truck/tractor shall be configured and maintained to meet the requirements set forth in 49 CFR, Chap III, Sub-Chap B, Part 393, Parts and Accessories Necessary for Safe Operation. All tractors of the same class shall be interchangeable with all trailers of the same class without modification to the tractor or trailer.

#### C-3.2.1.1 General

The Contractor shall maintain trucks and tractors so that entry of carbon monoxide and noxious fumes into the vehicle cab is minimized. Rubber boots around pedals and levers shall be in tact and tight fitting. Grommets in holes through the firewall shall fit snugly. Holes in the floor panels, firewall, or elsewhere within the cab shall be repaired/closed. Heater and fresh air intakes shall be remote from the exhaust discharge. Exhaust systems shall be inspected and repaired or replaced as necessary. Engine oil and fluids shall be controlled (leaks repaired) so as to prevent the spillage of fluids anywhere.

#### C-3.2.1.2 Radios

The Contractor shall provide the appropriate number of radios described in <u>Section C-3.4</u>. The ignition system of all Contractor vehicles shall be equipped with devices designed to minimize radio interference.

## C-3.2.1.3 Electrical Wiring and Lights

All wiring beyond the rear of the truck or tractor cab shall be of adequate size to provide the required current-carrying capacity and mechanical strength. It shall be mounted to provide protection from physical damage and contact with spilled fuel by being enclosed in a metal conduit or other oil-resistant protective covering. All circuits shall have over-current protection. Junction boxes shall be weatherproof.

#### C-3.2.1.4 Mirrors and Glass

All trucks and tractors shall be equipped with large, truck type exterior rear view mirrors located and mounted so as to provide the driver a clear view of the rear along both sides of the vehicle or trailer. Mirrors as well as windshields, windows, turn signals, reflectors, clearance and brake lights shall not be cracked, broken, fogged or distorted in a way that would impede the driver's vision or prevent a clear signal to other traffic.

### C-3.2.1.5 Fenders and Mudguards

Fenders and mudguards shall be installed over the wheels of the tractor to fully protect the cargo tank and pumping system. Front fenders/mudguards may be tractor or trailer mounted. Non-functional skirting and flashing is prohibited.

#### C-3.2.1.6 Tires

Unless specific tire requirements are established by the Commanding Officer, <u>49 CFR, Chap III, Sub-Chap B, Part 393, Sub-Part G</u> applies. However, non-FOD tire may be mounted at the Contractors discretion.

#### C-3.2.1.7 Exhaust

The exhaust system of all trucks/tractors shall consist of a standard commercial muffler and a spark arrestor. The spark arrestor shall be approved under USDA Forest Service Standard 5100.1b as supplemented by the NWCG Spark Arrestor Guide, General Purpose and Locomotive (GP/Loco), Volume 1. The spark arrestor shall have a clean out plug. Where a flexible exhaust pipe is used to absorb engine torque, a short section, no longer than 18 inches may be used. Exhaust systems shall be configured as follows:

#### NOTE

A spark arrestor is not required on trucks equipped with turbo diesel engines where 100 percent of the exhaust passes through the turbo unit.

# C-3.2.1.7.1 Forward Mounted Fuel Components

On fuel servicing tractor/semi-trailers where fuel system components and piping are mounted on the tractor chassis or on the front of the tank over the tractor chassis, and on cargo tank motor vehicles where components are mounted on the chassis between the cab and the tank or along the chassis under the tank behind the cab, the muffler and spark arrestor shall be mounted at the front of the engine with the exhaust outlet directed toward and exiting at the right extreme of the front bumper of the unit. The exhaust outlet shall point toward the ground at a 45-degree angle and terminate no higher than 18 inches above the ground. Exhaust piping, shielded or otherwise, shall not terminal under the truck cab or between the chassis frame rails.

## C-3.2.1.7.2 Under-Trailer/Rear Mount Fuel Components

On fuel servicing equipment configured with the system components and piping mounted under the trailer and to the rear of the trailer landing gear or on the rear of the trailer or tank, a shielded commercial exhaust system as described in NFPA 407 may be installed. Exhaust piping, shielded or otherwise, shall not terminal under the truck/tractor cab or tank or between the chassis frame rails.

### C-3.2.1.8 Painting and Marking

Contractor vehicles, excluding utility vehicles, shall be painted and marked in accordance with NAVFAC P-300. All vehicles shall be free of rusted areas, running rust, flaking paint, and excessive paint oxidation. Contractor vehicles shall be completely repainted when touch up painting exceeds 20 percent of the vehicle's surface. Faded, non-reflective, and obscure stencils, placards, and logos shall be replaced. For painting, tractors and trailers are considered separate units.

#### C-3.2.1.8.1 Placards

A DOT placard applicable to the grade of product being transported shall be placed on the left quarter of the front bumper. A placard holder or rigid plate to which the placard is mounted may be used for the bumper mounting. See sections applicable to the cargo tank for side and rear placard requirements.

### C-3.2.1.8.2 Company Logo

Truck/tractor doors shall be marked with a permanently affixed company name or logo. The name or logo shall be applied in a professional manner, reflective of company pride and professionalism. Stenciled or spray painted logos or magnetic placards shall not be used.

## C-3.2.1.8.3 Warning Lighting

Each prime mover shall be equipped with a rotating, yellow warning light as outline by FAA Circular 150/5210-5B, *Painting*, *Marking*, *and Lighting* of *Vehicles Used on an Airport*.

### C-3.2.1.9 Spill Remediation Kit

Each Contractor truck/tractor shall be equipped with a 10-gallon spill clean up/remediation kit that is protected from the elements but readily available to the vehicle operator.

# C-3.2.1.10 Equipment Controls

Except to operate the clutch, set the transmission in the appropriate gear, and engage the PTO, all pump system controls and activity necessary to operate those controls and the pumping system shall be from the operator position outside the cab of the vehicle being operated. Once the unit is set to operate, the drive should not be required to enter the cab except to disengage the PTO.

## C-3.2.2 Refuelers, General

Contractor provided refuelers (fuel-servicing trucks/trailers configured to issue filtered product, and defuel and filter product being returned to the cargo tank) shall meet the specifications outlined herein. The design and construction of new refuelers shall be such that the cargo tank meets DOT 406 specifications; however, cargo tanks built to MC 306 specifications are acceptable. Refueler components shall be applied in accordance with the most current edition of NFPA 407, Standards for Aircraft Fuel Servicing. Should a conflict between specifications arise, the more stringent requirement shall apply. Except for the PTO mounted hydraulic pump and the tractor to trailer electrical, air, and hydraulic lines, all components shall be contiguous to the cargo tank/frame (semi-trailers), or the entire prime mover/refueler shall be a cargo motor tank. A hydraulic cooling system, if installed, may be tractor or trailer mounted. Regardless of the refueler/truck configuration, all connections, i.e., recirculation, bottom loading, defuel stub, overfill protection devices, grounds, deadman controls, or otherwise shall be located on the left or drivers side of the vehicle.

#### NOTE

The Government reserves the right to designate the grade of product to be held in and dispensed from any or all Contractor fuel servicing vehicles. Reasonable costs associated with product changes directed by the Government will be borne by the Government.

## C-3.2.2.1 Cargo Tank

All cargo tanks shall be constructed of aluminum or stainless steel. New tank construction shall conform to DOT 406 specifications as outlined in the CFR Title 49, Transportation; however, used cargo tanks constructed to MC 306 specifications are acceptable. Unless specified otherwise, the provisions of 49 CFR 178 and the most current subpart applicable to specification DOT 406 or MC 306 apply. Furthermore, all referenced guidelines for the construction, use of materials, inspections, certifications, marking, and stamping of cargo tanks or components thereof, also apply. The cargo tank shall be one compartment with the appropriate baffles. Each baffle shall be open at the baffle/tank top to allow venting between all baffled areas at the 600 GPM fill rate. Openings at the baffle bottom/tank floor shall allow the flow of lading to the tank suction point at the 300 GPM issue rate. The entire tank shall drain completely to a low point. The tank shall be designed so that all portions are accessible for inspection, cleaning, and maintenance. Each cargo tank shall be marked with a specification and nameplate as outlined in 49 CFR 178. In addition, 49 CFR, Part 180, Subpart A, General, and Subpart E, Qualification and Maintenance of Cargo Tanks shall apply.

#### NOTE

MC 302, 303, or 305 specification tanks will not be considered under this contract.

## C-3.2.2.1.1 Cargo Tank Capacity

Cargo tanks provided shall have a **minimum capacity of 8000-gallons** plus the appropriate expansion space. Unless specified otherwise, cargo tanks shall be filled to capacity. Loading on any axle or set of axles shall not exceed the manufacturer's gross vehicle working rate (GVWR)/limitations. Equipment required for use or travel off station shall be properly licensed or permitted and loaded to comply with all federal, state, and local highway/road use laws, regulations, and code.

#### **NOTE**

All fuel servicing trucks and tractor/trailer combinations shall be filled to capacity with JP5 or a fluid of equivalent weight. Certified weight documents and manufacturer's documents regarding weight specifications, exceptions, or limitations of axles shall be presented at the time of the equipment inspection, Section C-3.3.2.

#### C-3.2.2.1.2 Sacrificial Devices

As outlined in 49 CFR 178-345-8 and 346-8, any piping that extends beyond the accident damage protection must be equipped with an emergency stop valve and a sacrificial device such as a shear section. Shear sections shall conform to the specifications of TTMA RP 86-98 as tested in accordance with the procedures set forth in TTMA 84-98.

## C-3.2.2.2 Tank Venting

In addition to pressure and vacuum devices required under specification MC 306 and DOT 406, the cargo tank shall be equipped with a positive venting system rated at the 600 GPM bottom loading flow rate. The system shall open automatically when the unit is set for the movement of product into or out of the cargo tank.

#### C-3.2.2.3 Overfill Protection

Each cargo tank shall be equipped with an overfill protection device, system or equipment compatible with that installed on the petroleum system (fillstands) to be used. The refueler connection/receptacle that mates with the fillstand cable/connector shall be firmly mounted near the bottom-loading receptacle and may incorporate the anti-drive away feature required under Section C-3.2.2.5.1. The cable/connector receptacle shall be painted green for easy identification. Any wiring between the receptacle and the tank probe shall be encased as required by Section C-3.2.1.3. Any system installed/used shall be fully functional in the defuel mode. For probe type overfill protection systems, i.e., Scully and OPW, a minimum of three portable devices, fully compatible with the tank mounted system connection, shall be furnished by the Contractor to be used for short term emergencies. If the contracted activity fillstand system is not equipped with an overfill protection device, system, or equipment, the Contractor shall provide fuel servicing trucks equipped with a overfill protection system that is integral to the cargo tank/refueler. That system shall stop the flow of product to the cargo tank completely at the designated full tank level.

#### C-3.2.2.4 Low Point Drain

The cargo tank shall be configured with an internal self-closing stop-valve at the lowest point(s) of the cargo tank to facilitate low point/complete draining of the tank. Alternatively, if the cargo tank discharge piping is the natural low point, a self-closing drain valve may be installed at the piping low point to facilitate low point/draining of the tank. Piping/tubing necessary to make the drain point readily accessible without having to crawling under any portion of the refueler shall be installed and terminate with an additional control valve. A cable/pull handle mechanism used to open the self-closing low point drain valve shall be installed and terminate at or near the low point drain and shall be clearly marked "LOW POINT DRAIN."

## C-3.2.2.5 Piping

System piping shall be designed and installed to facilitate complete drainage of the cargo tank. Piping sections subjected to excessive movement during operation, shall be firmly mounted or braced, and fully protected by grommets where it passes through sheet metal, frames or bulkheads. The pump and bottom loading system piping shall be constructed of schedule 40 aluminum or schedule 5 stainless steel.

#### **NOTE**

Refuelers configured with permanently installed tank to tractor-tractor to tank product transfer or belly hoses will not be considered for use under this contract.

## C-3.2.2.5.1 Bottom Loading

Cargo tanks shall be configured to bottom load at 600 GPM. The bottom loading system shall consist of a standard D-1 receptacle with dust cover and manual shutoff valve. An anti-drive away device/system, one that will prevent the movement of the unit as long as a nozzle is connected to the bottom-loading receptacle, shall be incorporated in the bottom loading system.

In those states requiring it, a vapor recovery system shall be installed on refuelers dispensing volatile products, i.e., automotive and aviation gasoline.

#### C-3.2.2.5.2 Recirculation

A product recirculation system shall be provided for all hoses. Product shall be drawn from the main tank valve/suction point, circulated throughout the entire fuel system and hose(s) and returned to the tank at a separate tank fitting remote to the suction point, see NAVAIR 00-80T-109, Figure 11.5. The bottom loading system may serve as the recirculation point if the product return point to the cargo tank is remote to the pump suction point.

### C-3.2.2.6 Defueling

Each refueler shall be capable of defueling at 50 GPM at ground level. The defuel connection shall consist of a one and one-half inch (1½") quick disconnect adapter (male fitting) and dust cover, a control valve mounted at or near the defuel connection, and a line strainer. The strainer screen shall be readily removable for cleaning and inspection without interference with or removal of other components. Each refueler shall be configured so that all product defueled is filtered and passes through the relaxation chamber prior to returning to the cargo tank.

### C-3.2.2.7 Pumping System

The pumping system shall consist of a pump, piping, connectors, valves, and other hardware identified herein. Pump bypass/controls shall provide for a low flow rate, 0 to 100 GPM via overwing nozzle, and high flow, 0 to 300 GPM via the underwing (single point) nozzle. The pump system shall be adjustable so that fuel pressure measured at the underwing nozzle does not exceed 50 PSI at the 300 GPM during aircraft refueling. All controls, valve(s) and hose connection(s) shall be accessible/operable from ground level. All metals downstream of, and including the filter/separator, that are exposed to the fuel, shall be non-ferric or stainless steel material. Internally coated components are not acceptable.

#### **NOTE**

NAVAIR 01-85SDC-2-1 states the EA-6B aircraft is "designed to receive fuel during the fueling operation at a normal fueling rate of 250 gpm at 50 psig. The flow rate of the refuelers provided under this contract shall be capable of being adjusted to the required flow rate.

#### C-3.2.2.7.1 Flow Control

A calibrated pump pressure gauge, the differential gauges noted in <u>Section C-3.2.2.8.1</u>, and a throttle control that remains in or can be locked in position shall be centrally mounted outside the truck cab so they can be read/operated from the operator position. The pressure gauge shall be marked to indicate maximum servicing/operating ranges.

#### C-3.2.2.7.2 Performance

Unless otherwise stated, refuelers shall be capable of dispensing product at 0 to 100 GPM through a 1½ inch by 50 foot fuel servicing hose and a 1½ inch overwing servicing nozzle, and/or 0 to 300 GPM (see the above note) through a 2 inch by 50 foot fuel servicing hose, dry breakaway coupler, 55 PSI hose end pressure regulator, and an underwing (single point) servicing nozzle. Pumping systems, thus configured shall be capable of sustained flow at the rates noted until the cargo tank is empty or pump suction/prime is lost.

## C-3.2.2.7.3 Emergency Control

In addition to the main tank valve control mechanism, emergency shutdown devises shall be installed at the left front and right rear of the cargo tank. All control mechanisms shall be unobstructed, readily identifiable, and clearly marked EMERGENCY SHUTOFF and PUSH, PULL, CLOSE, or BREAK as appropriate in two inch white lettering on a red background. Systems equipped with break off type devises (those that release air pressure to shutdown the system) shall incorporate a means of testing the system. Fusible plugs or links incorporated into the emergency shutdown system shall not be painted.

### C-3.2.2.8 Filter Separator

A three stage filter/separator configured with coalescer elements, separator elements, and fuel monitor elements equivalent to that covered under MIL-M-81380, or meeting American Petroleum Institute (API) Publication 1581, Group II, Class C standards (stamped in accordance with American Society of Mechanical Engineers (ASME) code and marking requirements) shall be installed on each refueler. The non-ferric or stainless steel filter/separator shall be sized to meet the 300 GPM flow rate established in Section C-3.2.2.7.2, and configured with the appropriate air eliminator, pressure (thermal) relief system, a water slug control valve and test mechanism, a manual sump drain, differential pressure gauges, and a sample connection. The air eliminator and pressure relief valve shall be vented to the main tank via a common line and one-way check valve to prevent back flow to the filter vessel. The water slug control valve and sump float assembly shall stop/start the flow of product when the water within the filter/separator sump reaches a predetermined level. The control valve used in conjunction with the float assembly shall include provisions that will permit manual testing of the water slug control system. The filter/separator sump drain shall be equipped with a spring-loaded ball type drain valve that is normally in the closed position.

#### C-3.2.2.8.1 Differential Pressure

Three quality pressure differential gauges graduated in one (1) PSI increments shall be installed so that pressure losses across the filter elements, the monitors, and the entire filter/monitor system can be recorded separately. Each gauge shall be calibrated and set to read at least zero under normal pumping conditions when new filter/monitor elements are installed. The gauge(s) shall be mounted and labeled so as to be readily identifiable and easily monitored by the refueler operator.

#### C-3.2.2.9 Relaxation Chamber

Each refueler dispensing jet fuel shall be configured with a relaxation chamber, a baffled metal tank within the piping system downstream of the filter/monitor sized to the rated pumping capacity of the refueler. The chamber shall retain fuel within the chamber/tank for 30 seconds after its passage through the filter/monitor system and assure the complete turnover of product. A low point drain valve, accessible to the unit operator without crawling under any part of the truck/trailer, and an air elimination valve/line that vents to the main tank via a one-way check valve shall be installed. The chamber shall be designed, constructed, tested, marked, and stamped in accordance with the American Society of Mechanical Engineers (ASME) code, ASME Boiler and Pressure Vessel Code, Section VIII, Division 1.

#### C-3.2.2.10 Meter

Refuelers shall be equipped with positive displacement, temperature-compensating meters. Meters shall have an accuracy of that stated in the National Institute of Standards and Technology (NIST) Handbook 44. Meters shall be capable of being adjusted while under pressure without leakage or loss of product. Adjustment sensitivity shall be sufficiently fine to permit calibration changes in conformance to the accuracy requirements set forth above. The Contractor shall calibrate or have calibrated by a certified agent each meter semi-annually, after maintenance/servicing, when suspected of being out of tolerance, or when the meter has been damaged. Wire/lead seals shall be affixed to and secure all calibration adjustment devices. The Contractor shall mark each meter to indicate the date of calibration, and shall establish a system of records to validate calibration date markings.

# C-3.2.2.11 Emergency Dry Breakaway Coupler(s)

An emergency dry breakaway coupler (a piping to hose coupler that will break dry and allow the servicing unit unencumbered egress) should be installed on each underwing fuel servicing hose. It should be installed at the point where the hose attaches to refueling piping or hose reel.

#### C-3.2.2.12 Hoses

All fuel servicing hoses shall be American Petroleum Institute (API) 1529, Grade 2, Type C hoses marked accordingly. Unless otherwise specified, refuelers shall be configured with two hoses, a one and one-half inch by fifty foot (1½" X 50') overwing hose and a two inch by fifty foot (2" X 50') underwing hose. Where hose lengths in excess of 50 feet are required, a threaded hose connector or dry break coupler may be used providing the connector/coupler will not come in contact with any portion of the aircraft during servicing operations. Hoses shall be free of internal/external electrical bond wires. One and one-half inch (1.5") hose, that generally used as a defuel hose, shall be of the hard helix or non-collapsible type. Where two hose assemblies are attached to a common outlet or source of product, each shall be controlled by a separate control valve. Filter and relaxation chamber vent hoses or tubing shall be compatible with the product being handled.

## C-3.2.2.13 Hose Storage

Hose storage in the form of troughs, platforms, or hose reels shall be provided for all hoses. Hoses shall not be hung from the tank or frame. The hose storage arrangement shall be such that no sharp bends or kinks occur while hoses are stored and shall remain stowed when the vehicle is traveling over rough roads.

### C-3.2.2.14 Hose-End Pressure Regulator

Refuelers shall be configured with a 55-PSI (maximum) hose-end pressure regulator attached to or as an integrated part of each underwing nozzle installed.

### C-3.2.2.15 Nozzle(s)

Aircraft fuel servicing nozzles shall conform to the specifications listed herein. Depending on the type aircraft requiring service, three types of nozzles, the underwing or D-1 single point nozzle, the overwing or gravity nozzle, and/or the closed circuit refueling (CCR) nozzle shall be required or used. Unless stated otherwise, refuelers shall be configured with an underwing and overwing type nozzle.

## C-3.2.2.15.1 Underwing Nozzle

Nozzle, Pressure Fuel Servicing, Locking, Type D-1, the underwing or single point nozzles, as specified by the most current edition of Military Specification MIL-N-5877 and produced by companies listed in the most resent Quality Products List QPL-5877-XX are approved for use under this contract. Each nozzle shall be connected to the issue hose by a dry break quick disconnect coupler, and shall be equipped with a screen of 60 mesh or finer which is readily accessible without the use of tools. Each nozzle shall have a dust cover that shall be in place when fuel is not being delivered.

## C-3.2.2.15.2 Overwing Nozzle

An overwing nozzle of the non-automated, non-locking type commonly used to dispense aviation fuel to aircraft shall be provided. Each nozzle shall be attached to the issue hose by a dry break, quick disconnect coupler to provide for quick nozzle change and recirculation of product within the hose as outlined in <u>Section C-3.2.2.5.2</u>. The nozzle shall be equipped with a 60 mesh or finer screen installed in the non-flexible nozzle tube/spout. Attachments shall include a dust cap that is held in place by wire and spring system, and a permanently attached flexible bonding wire with a ground clip conforming to MIL-C-83413/7B attached near the end, and terminating with a ground plug conforming to MIL-C-83413/4

## C-3.2.2.15.3 Closed-Circuit Refueling (CCR) Nozzle

Closed-circuit refueling (CCR) nozzles conforming to MIL-PRF-52747 (current version) may be used under this contract. Each CCR nozzle shall consist of nozzle body equipped with a dry break quick disconnect coupler, a dust cap/plug assembly, and a permanently attached flexible bonding wire of suitable length with a ground clip conforming to MIL-C-83413/7B attached near the end, and terminating with a ground plug conforming to MIL-C-83413/4.

### C-3.2.2.16 Swivels and Hose Couplings

All swivels and couplings used within the fuel system shall be the greaseless type; however, a light, hand application of grease, non-soluble in petroleum, to bearing races and bearing surfaces, is acceptable. Old, once lubricated swivels on which the lubrication channel has been plugged shall not be used. Except as specifically noted herein, i.e., the defuel stub which shall be a quick disconnect adapter, hose couplings/connections shall be of the permanent, threaded type.

#### C-3.2.2.17 Deadman Controls

Refuelers shall be equipped with a hand held deadman control with sufficient connecting hose/cable installed in such a manner that it can be stored on a reel or removed and stowed when not in use. The deadman control shall be located/mounted at the unit control panel. In the underwing (single point) mode, release of the deadman control handle shall completely stop the flow of fuel within a 5 percent overshoot range (in time or gallons) of the rated capacity of the refueler, i.e., 300 GPM is equal to 15 gallons or 3 seconds. In the overwing and CCR mode, the overwing or CCR nozzle shall be considered the deadman control.

## C-3.2.2.18 Static Bonding Cables

A static bonding cable shall be installed on a spring rewind reel with cable guide. The overall length of the static bonding cable shall be 50 feet or the length of the longest hose being used, whichever is greater. The cable shall be of stranded steel (galvanized or stainless) wire rope 3/32-inch in diameter coated to 3/32-inch diameter with a petroleum-resistant plastic containing light sensitive dye. The cable shall terminate with a plug, MIL-C-83413/4, and a heavy duty clip, MIL-C-83413/7B. Refuelers designated to "hot refuel" shall be equipped with two cable/reel assemblies.

### C-3.2.2.19 Electrical Wiring and Lights

See Section C-3.2.1.3.

## C-3.2.2.20 Fire Extinguishers

Each refueler shall be equipped with at least two fire extinguishers, one on the left (drivers) side readily accessible to the operator at the refueler control panel, the other on the right rear of the unit. Each extinguisher shall have an ANSI rating of not less than 20-B. Halogen extinguishers shall not be used.

## C-3.2.2.21 Fenders and Mudguards

Fenders/ mudguards shall be installed over the wheels of the trailer to fully protect the cargo tank, hoses and other equipment. Nonfunctional skirting and flashing are prohibited.

#### C-3.2.2.2 Tires

See Section C-3.2.1.6

## C-3.2.2.23 Painting and Marking

See Section C-3.2.1.8 and the following sub-paragraphs regarding the painting and markings of trailers/cargo tanks.

# C-3.2.2.23.1 Alignment of Stencils

Reflective stencils as outlined in NAVFAC P-300, shall be applied and positioned in a precise manner. Cargo tank side stencils shall be proportionally placed along the horizontal centerline of the cargo tank beginning 12 inches from the front bulkhead/tank weld and ending 12 inches from the rear bulkhead/tank weld. Two line stencils, i.e., NO SMOKING over WITHIN 50 FEET, shall be centered vertically on the horizontal tank centerline. Rear tank stencils shall be centered on the vertical tank centerline. Stencils shall read left to right, top to bottom.

#### C-3.2.2.23.2 DOT Placards

DOT placards shall be placed on each side of the tank centered on and one inch below the **FLAMMABLE** stencils. A placard shall also be centered (considering lighting placement) on the right half of the rear bumper. A placard holder or a rigid plate shall be used for the bumper mounted placard versus wrapping the placard over/under the bumper.

#### C-3.2.3 Defueler Truck, General

The Contractor shall provide defuel truck(s) (single compartment tank trucks configured to defuel, take on aviation fuel products generally returnable to stock) shall meet the following specifications ground fuels. Design and construction of new defuel trucks shall be such that the cargo tank meets DOT 406 specifications; however, cargo tanks built to MC 306 specifications are acceptable. Components shall be applied in accordance with NFPA 407, Standards for Aircraft Fuel Servicing, specifications. Should a conflict between specifications arise, the more stringent requirement shall apply.

### C-3.2.3.1 Prime Mover (Truck Chassis)

Except as modified below, <u>Section C-3.2.1</u> and sub-sections thereto apply.

## C-3.2.3.2 Tank and Components

Except as modified by the following, Section C-3.2.2 applies. Components not specifically addressed do not apply.

### C-3.2.3.2.1 Cargo Tank(s)

See <u>Section C-3.2.2.1</u> and sub-sections thereto. Baffle openings (top vent/bottom flow) may be sized to 100 GPM. The cargo tank(s) shall have a **minimum capacity of 5,000 gallons** plus the appropriate expansion space.

### C-3.2.3.2.2 Tank Venting

See Section C-3.2.2.2; however, venting capacity may be reduced to 100 GPM.

#### C-3.2.3.2.3 Overfill Protection

See Section C-3.2.2.3.

# C-3.2.3.2.4 Low Point Drain(s)

See Section C-3.2.2.4.

## C-3.2.3.2.5 Piping

See Section C-3.2.2.5 and sub-sections thereto; however, flow rates may be reduced to 100 GPM.

## C-3.2.3.2.6 Bottom Loading Connection(s)

Defuel trucks shall be equipped/configured for bottom loading at a minimum of 100 GPM. Jet fuels shall be loaded through a two and one-half inch (2 1/2") single point pressure fuel-servicing adapter.

## C-3.2.3.2.7 Defueling

Defuel truck(s) shall be capable of defueling at 0 to 100 GPM. Product shall re-enter the tank via the piping system, not the tank top manhole. The defuel connection shall be a one and one-half inch ( $1\frac{1}{2}$ ") quick disconnect adapter with dust cover and a control valve mounted at or near the defuel connection. A line strainer, readily removable for cleaning and inspection without interference with or removal of other components, shall be mounted at or near the control valve.

## C-3.2.3.2.8 Pumping System(s)

The pumping system shall consist of a pump, piping, connectors, valves, and other hardware identified herein. Pump controls shall provide a flow/defuel rate, 0 to 100 GPM. All controls, valve(s) and hose connection(s) shall be accessible/operable from ground level.

#### C-3.2.3.2.8.1 Flow Control

A pump pressure/vacuum gauge and an adjustable locking throttle control shall be centrally mounted outside the truck cab so they can be read/operated from the outside operator position. The pressure/vacuum gauge shall be marked to indicate maximum servicing/operating ranges.

#### C-3.2.3.2.8.2 Performance

Unless otherwise stated, defuel trucks shall be capable of defueling at a rate of 0 to 100 GPM through a one and one half (1½") by fifty foot (50') fuel servicing hose. Systems thus configured shall be capable of sustaining the defuel rates noted above until the cargo tank is full, at the overfill alarm.

### C-3.2.3.2.8.3 Emergency Controls

See Section C-3.2.2.7.3.

### C-3.2.3.2.9 Meter(s)

See Section C-3.2.2.10; however, non-compensated, positive displacement meter(s) with a gallon register shall be installed.

### C-3.2.3.2.10 Hose(s)

Fifty-foot by one and one half inch (50' X  $1\frac{1}{2}$ '') commercial non-collapsible fuel hoses compatible with the specific grade of fuel to be handled shall be provided.

## C-3.2.3.2.11 Hose Storage

See <u>Section 3.2.2.13</u>.

# C-3.2.3.2.12 Nozzle(s)

Nozzle, Pressure Fuel Servicing, Locking, Type D-1, an under-wing or single point nozzles, as specified by the most current edition of Military Specification MIL-N-5877 and produced by companies listed in the most resent Quality Products List QPL-5877-XX are approved for use under this contract

# C-3.2.3.2.13 Swivels and Hose Couplings

See <u>Section C-3.2.2.16</u>.

## C-3.2.3.2.14 Electrical Wiring and Lights

See Section C-3.2.1.3.

## C-3.2.3.2.15 Fire Extinguishers

See <u>Section C-3.2.2.20</u>.

### C-3.2.3.2.16 Fenders and Mudguards

See <u>Section C-3.2.2.21</u>.

### C-3.2.3.2.17 Painting and Marking

See <u>Section C-3.2.2.23</u> and sub-sections thereto; however, smaller stencils, 4 inch on 6 inch versus 6 inch on 8 inch stencils, may be used to mark smaller defuel trucks.

#### C-3.2 4 Ground Fuel Trucks

The Contractor shall provide ground fuel delivery trucks (single or multiple compartment tank trucks capable of issuing and defueling ground fuels). Design and construction of new ground fuel trucks shall be such that the cargo tank meets DOT 406 specifications; however, cargo tanks built to MC 306 specifications are acceptable. Components shall be applied in accordance with NFPA 385, Standard for Tank Vehicles for Flammable and Combustible Liquids, specifications. Should a conflict between specifications arise, the more stringent requirement shall apply.

### C-3.2.4.1 Prime Mover (Truck Chassis)

<u>Section C-3.2.1</u> and sub-sections thereto apply.

### C-3.2.4.2 Tank and Components

Except as modified by the following, Section C-3.2.2 applies. Components not specifically addressed do not apply.

### C-3.2.4.2.1 Cargo Tank(s)

See <u>Section C-3.2.2.1</u> and sub-sections thereto. Baffle openings (top vent/bottom flow) may be sized to 100 GPM. The cargo tank(s) may be dual product having a **minimum capacity of 1,000 (MUR) and 1,000 gallons (LS2)** plus the appropriate expansion space, or single product tank trucks of equal or greater capacity. See <u>NFPA 385-90</u> regarding dual product tank separation. Unless specified otherwise, all cargo tanks shall normally be filled to capacity.

## C-3.2.4.2.2 Tank Venting

See Section C-3.2.2.2; however, venting capacity may be reduced to 100 GPM.

#### C-3.2.4.2.3 Overfill Protection

See Section C-3.2.2.3.

## C-3.2.4.2.4 Low Point Drain(s)

See Section C-3.2.2.4.

## C-3.2.4.2.5 Piping

See <u>Section C-3.2.2.5</u>. For ground fuel trucks, system piping may be configured so that product is drawn from (issue) and returned to (fill or defuel) a common point/valve.

### C-3.2.4.2.6 Bottom Loading Connection(s)

Ground fuel delivery trucks shall be equipped/configured for bottom loading at a minimum of 100 GPM. The type bottom-loading adapter will be determined by the grade or class of products to be loaded. Jet fuels used in lieu of diesel fuel shall be loaded through a two and one-half inch (2 1/2") single point pressure fuel-servicing adapter. Diesel fuel and gasoline shall be loaded through a dry disconnect adapter assembly (OPW CIVACON KAMVALOK® for example); two inch (2") for diesel fuel or one and one-half inch (1½") for gasoline. Dust caps/covers shall be provided for all systems.

In those states applicable, vapor recovery systems shall be installed on units/systems designated to handle automotive gasoline (all grades).

#### **NOTE**

NFPA 385-90, Section 6-2.12 and all reference to "top-loading" of ground fuel trucks shall be disregarded. Only bottom loading of fuel trucks is authorized.

### C-3.2.4.2.7 Defueling

Ground fuel delivery trucks shall be capable of defueling the product(s) dispensed at a minimum of 25 GPM. Product shall reenter the tank via the piping system, not the tank top manhole. The defuel connection shall be a one and one-half inch (1 1/2") quick disconnect adapter and dust cover and a control valve mounted at or near the defuel connection for jet fuel or a dry disconnect adapter assemblies as noted in Section C-3.2.3.2.6 for diesel fuel and gasoline. A line strainer, the screen of which shall be readily removable for cleaning and inspection without interference with or removal of other components, shall be mounted at the control valve/dry disconnect adapter.

### C-3.2.4.2.8 Pumping System(s)

The pumping system shall consist of a pump, piping, connectors, valves, and other hardware identified herein. Pump bypass/controls shall provide a flow rate, 0 to 25 GPM via a non-automatic overwing or service station type nozzle. All controls, valve(s) and hose connection(s) shall be accessible/operable from ground level.

#### C-3.2.4.2.8.1 Flow Control

Clutch/PTO controls, a pump pressure gauge, and an adjustable locking throttle control shall be centrally mounted outside the truck cab so they can be read/operated from the outside operator position. The pressure gauge shall be marked to indicate maximum servicing/operating ranges.

#### C-3.2.4.2.8.2 Performance

Unless otherwise stated, ground fuel trucks shall be capable of dispensing product at 0 to 25 GPM through a fifty-foot (50') by (state size in inches) hose and overwing or service station type nozzle. Pumping systems, thus configured shall be capable of sustained flow at the rates noted until the cargo tank is empty.

## C-3.2.4.2.8.3 Emergency Controls

See Section C-3.2.2.7.3; however, the "left front" device may be excluded.

## C-3.2.4.2.9 Meter(s)

See Section C-3.2.2.10; however, non-compensated, positive displacement meter(s) with gallon and one-tenth gallon registers shall be installed for each product dispensed.

### C-3.2.4.2.10 Hose(s)

Fifty-foot (50') by (state size in inches) commercial fuel hoses compatible with the specific grades of fuel to be handled shall be provided.

### C-3.2.4.2.11 Hose Storage

See <u>Section C-3.2.2.13</u>.

### C-3.2.4.2.12 Nozzle(s)

Commercial overwing or service station type fuel nozzle sized to the hose installed and compatible with the specific fuel to be dispensed shall be provided.

### C-3.2.4.2.13 Swivels and Hose Couplings

See Section C-3.2.2.16.

### C-3.2.4.2.14 Electrical Wiring and Lights

See <u>Section C-3.2.1.3</u>.

### C-3.2.4.2.15 Fire Extinguishers

See Section C-3.2.2.20.

## C-3.2.4.2.16 Fenders and Mudguards

See Section C-3.2.2.21.

## C-3.2.4.2.17 Painting and Marking

See <u>Section C-3.2.2.23</u> and sub-sections thereto; however, smaller stencils, 4 inch on 6 inch versus 6 inch on 8 inch stencils, may be used to mark smaller ground fuel trucks.

## C-3.2.5 Used Oil (Fuel) Truck

Used Oil (Fuel) Trucks are not required under this contract.

## C-3.2.6 Utility Vehicles

Utility vehicle(s), pickup or van type vehicles as may be provided and used by Contractor management, maintenance, or other personnel within the Contractor organization shall be new at the start of the contract. Utility vehicles may be painted commercial colors but shall be marked in accordance with Section C-3.2.1.8.2 and shall reflective of the pride and professionalism of the Contractor. Each utility vehicle as may be furnished shall be equipped with a 10-gallon spill clean up/remediation kit that is readily available to the vehicle operator.

## C-3.2.7 Mobile/Prefabricated Building(s)

Mobile/prefabricated building(s) are not required under this contract.

## C-3.3 Records, Inspections and Disposition of Property

The Contractor shall maintain records, submit to inspections, and dispose of property as follows:

#### C-3.3.1 Records

The Contractor shall keep maintenance records on all fuel servicing equipment provided. Such records shall contain a complete description, of the truck, tractor, and cargo tank provided, and a copy of cargo tank certification and any applicable inspection documents as may be required by federal, state, and local vehicle code. A complete maintenance history relevant to the Contractor's possession of the vehicle shall also be provided. All records shall be available to the Government for the duration of the contract.

### C-3.3.2 Inspections

As outlined in Section E, Clause E29, four (4) work days prior to the contract start date or a date mutually agreed upon by all parties, the Contractor shall have all equipment, supplies and goods specified herein available on-site for inspection by the Government. The expense of making such property available for inspection shall be borne by the Contractor. A vehicle identification worksheet, Appendix X, shall be completed for each vehicle provided. Copies of the worksheets shall be provided to the contracting activity and the post-award inspection team leader on the first day of the equipment inspection.

An incumbent shall be capable of emptying; gas freeing and disassembling selected equipment/components on request.

First time Contractors shall have all fuel delivery vehicles gas-freed for inspection and shall be capable of disassembling such equipment or components thereof, on request.

Property deemed unacceptable by the Government shall be repaired, modified as required to meet specifications, or replaced at the Contractor's expense prior to commencement of the contract or on a date mutually agreed to and documented by the COR, NAVPETOFF and DESC within the post award inspection report. Failure by the Contractor to make remedy by the established dates shall result in a formal cure notice. Failure to meet dates established by the cure notice shall constitute grounds for termination/default.

## C-3.3.3 Disposition of Property

Contractor furnished property identified herein shall be used solely in the performance of the work defined in Section C-2.0. Vehicles and property removed prior to the completion of the contract, removed because it is not capable of performing its designated function, or becomes of safety/fire hazards, shall be removed and replaced at the Contractor's expense. In any case, the lack of serviceable vehicles shall not excuse the Contractor from performing the tasks defined in Section C-2.0. The Contractor shall not store equipment in excess of the contract requirements on Government property. On termination of the contract, all equipment shall be removed from Government property within 30 days. Thereafter, the Contractor shall be charged the prevailing commercial storage rate for each piece of equipment kept on Government property.

## C-3.4 Other Equipment and Supplies

The following classes of supplies, materials, and services shall be provided by the Contractor. The Contractor shall adhere to all Federal, state, and local laws, rules, code, and regulations applicable to the purchase, transport, use, storage, and disposition of any hazardous materials that may be required to fulfill the conditions of this contract.

Radios: The Contractor shall provide intrinsically safe, three channel (Fuel Dispatch Center/Control Tower/Fuel Storage), fixed or hands held radios, in sufficient numbers to control all Contractor operations. A base station, antenna, charging units, if applicable, and all other necessary and required equipment to establish and maintain communication shall also be provided. The Contractor shall secure the appropriate Fuel Dispatch and Storage Operations frequencies and shall gain access to the tower frequency at NAS Whidbey Island with the local communications organization, prior to the contract start date.

The Contractor shall also provide the Government two (2) hand held radios capable of monitoring all channels/Contractor's frequencies. Appropriate battery/radio charging units shall also be provided to the Government.

<u>Telephone Services</u>: The Contractor shall provide all commercial telephone services (voice, facsimile, or data,) and equipment required and necessary to conduct company business. See <u>Appendix B</u> regarding Government-furnished telephones services.

<u>First-Aid Supplies and Equipment</u>: The Contractor shall provide a two-person first aid kit for each manned work center, i.e., refueling, storage, direct fuel servicing, etc. Collocated work centers, storage and the laboratory for instance, will be required to have only a single first aid kit.

<u>Administrative Supplies and Equipment</u>: The Contractor shall provide all administrative supplies and equipment necessary and required to undertake the administrative and records keeping functions relevant to the contract. The Contractor shall not use Government office equipment, i.e., computers and copy machines, not specifically provided for under the terms of the contract.

<u>Janitorial/Housekeeping Supplies, Equipment, and Services:</u> The Contractor shall provide all janitorial and housekeeping equipment and supplies, to include restroom supplies, necessary and required to maintain the cleanliness and sanitation of building and facilities used and occupied by contract personnel. Janitorial services may be sub-contracted.

<u>Tools</u>: The Contractor shall provide all hand/power tools, test/measurement/calibration devices, and powered/non-powered equipment required and necessary to inspect, test, calibrate, maintain, and repair Contractor furnished vehicles and components thereof. Tools needed to maintain Government facilities and equipment to the extent required herein shall also be provided.

**Spares for Contractor Furnished Equipment**: The Contractor shall provide all spares, replacement parts, and components required and necessary to maintain and repair Contractor furnished vehicles and equipment.

Spares for Government Furnished Equipment/Facilities and Direct Refueling System Starcart: The Contractor shall provide Government system spares, replacement parts, and components that are readily removable and replaceable using common hand tools. Such items may include, but are not necessarily limited to, suction and discharge hoses and the fitting/couplers necessary to mount them, quick disconnect and dry break couplers, hose end pressure regulators, emergency dry break away couplers, nozzles of all type, nozzle and line strainers of all type, gauges of all type, non-automated miscellaneous small valves (less than 1.5") of all type, and other small, commonly used parts. The Contractor shall also furnish all filters, monitors, and sepratory elements and the spacers, bushing, O-rings, and gaskets, and other small parts incidental to filter/monitor changes. All items and materials furnished shall meet or exceed DOD or commercial item standards.

Like items listed in <u>Appendix A</u> represent in-place assets at contract start up. The condition of these assets shall be determined and documented during the system inspection outlined in <u>Section C-1.5</u>, Contract Turnover. As noted above, all such items shall be replaced by the Contractor as required over the course of the contract.

<u>Consumables, Maintenance</u>: The Contractor shall provide all consumable supplies and materials, i.e., ground wire, clips, and plugs, lubricants, solvents, sealants and sealant tape, primer, paints and brushes, small bulk packaged nuts, bolts, and screws, replacement items for Government furnished spill remediation kits, and other items commonly used to clean, coat, preserve, lubricate, mark, seal, and secure equipment and components.

<u>Consumables, Laboratory</u>: Except for those listed in <u>Appendix B</u>, the Contractor shall provide all consumable laboratory supplies. Items such as Millipore filters, water detector standards and pads, Mason jars, sample bottles, solvents and dispensers, common glassware, hydrometers, laboratory cleaning compounds, and other commonly used supplies needed to operate, maintain, and administer a fuel laboratory shall be provided. Government owned consumables on hand at the start of the contract will be inventoried and equivalent number of items shall be provided by the Contractor at termination of the contract.

#### C-3.5 Uniforms

All contract personnel, including site managers, shall wear a distinctive company uniform in performance of their duties. Pursuant to US Department of Labor wage determinations, the Contractor shall provide seasonal uniforms consisting of a shirt and pants or coveralls, a matching seasonal jacket/coat, and a matching baseball type cap (not to be worn on the flightline). Except for distinctive management dress shirts, all contract personnel shall be provided and wear the same type, style, and design of uniform. All shirts, coveralls, jackets, coats, and caps shall be emblazoned with a readily identifiable company name or logo. Laundry services or compensation for such services shall also be provided. Uniforms shall be of a material compatible with fuel handling operations. Static producing synthetic materials such as nylon, polyester, Dacron, rayon and banlon, or blends thereof, and silks, shall not be provided or worn as a uniform.

The Contractor shall provide all personnel safety equipment including safety shoes, safety glasses, sound suppression devices, and gloves. If applicable, other identifiable special safety equipment for specific operation, i.e., cranial protection, fire retardant overalls, and test equipment for the monitoring of oxygen deficient or explosive atmospheres in confined spaces shall also be furnished by the Contractor.

### C-4.0 LOGISTICS SUPPORT, COST REIMBURSABLE

#### C-4.1 General

The Contractor shall provide all supplies, materials, equipment, and emergency services not specified elsewhere within this contract or as directed by the COR. However; the Government reserves the right to accomplish any and all maintenance beyond preventive and operator maintenance using government assets, labor, or other contracts. Furthermore, the Government reserves the right to purchase any supplies, materials, and equipment described herein when the Contracting Officer determines it is in the best interest of the Government.

Reimbursement under <u>Section C-4.2</u>, Equipment, Supplies, and Services, Requiring a Task Order, shall be for the prime Contractor's allowable, allocable, and reasonable direct cost of any subcontracts for furnishing such equipment, supplies, and services as specified.

Reimbursement under <u>Section C-4.3</u>, Augmentation, shall be for allowable, allocable, and reasonable directed labor costs plus fringe benefits and payroll taxes of the prime Contractor's regular employees. Allowable, allocable, and reasonable cost will be reimbursed pursuant to applicable FAR clauses.

The Contractor shall not be reimbursed under either section for the cost of labor associated with the use of its employees during normal work hours in the performance of any task listed herein. Nor will the Contractor be reimbursed for equipment costs using Government or Contractor-furnished equipment in the performance of any task listed herein.

The Contractor shall ensure that the costs for preventive and operator maintenance are included in the appropriate CLIN on a firm-fixed price basis. The Contractor shall ensure that any associated indirect/overhead cost, if any, related to the performance of tasks under Sections C4.2 and C4.3 (except as otherwise specified hereinafter) are also included in the appropriate CLIN on a firm fixed price basis. Those associated costs shall include, but may not necessarily be limited to, the costs of office supplies, salary for a purchasing agent considered necessary by the Contractor, and other indirect/overhead costs considered a part of operating the fuel system. Therefore, any reference to reimbursement for indirect/overhead costs is not applicable to the reimbursement of costs of the prime Contractor under this contract. In addition, Sections C-4.2 and C-4.3 shall be non-fee bearing. Therefore, references to reimbursement for fixed fee are not applicable to the reimbursement of costs of the prime Contractor under this contract. The Contractor shall provide the following:

## C-4.2 Services Requiring a Task Order

## C-4.2.1 Contractor Purchasing System.

The Contractor shall establish and maintain a purchasing system acceptable to the Government. The Contractor shall comply with the following minimum requirements:

The Contractor shall prepare a Standard Operating Procedure (SOP) regarding the Contractor's purchasing policies and procedures. The SOP should include, but will not necessarily limited to, policies and procedures on emergency purchases, subcontracts, termination of contracts, source selections, contract administration, and the maintenance of purchasing records and files. The Contractor shall submit a draft of the SOP to the DESC Contracting Officer, DESC-FPB, to arrive no later than 45 days prior to the contract start date. On review and acceptance, a copy shall be provided to the COR. Thereafter, the Contractor shall adhere to established procedures for the duration of the contract.

The Contractor shall purchase materials and services only from those companies qualified and normally engage in the type of repairs required or those that provide or manufacture the materials needed.

Except for procurements of \$2,500 or less, a minimum of three quotes (verbal or written) shall be obtained. The award shall be to the lowest, responsible, responsive bidder. Regardless of dollar value or urgency, the Contractor shall withhold award until it has determined that the price is fair and reasonable. Documentation regarding this determination shall be included in the task order file.

The Contractor shall procure materials and services at the most advantageous prices with due regard for prompt delivery, credits, and other benefits. The Contractor shall take all actions necessary to obtain applicable tax exemptions, reductions, and refunds. Reimbursement shall be for net cost after taking discounts, rebates, allowances, credits, tax exemptions, reductions and refunds and other benefits, any or all of which shall be fully documented.

## C-4.2.2 Maintenance and Repair by Task Order

The Contractor may be directed by the COR to provide or may report to the Government the need for maintenance and repair services beyond the scope of preventive and operator maintenance outlined herein. On notification of a requirement to perform a specific maintenance task or reporting such a requirement to the Government and being directed to perform, the Contractor shall:

Provide a complete written description of the deficiency or the nature of the wear, breakage, or damage to the system needing repairs. This document should include a description of the system requiring maintenance or repairs, the specific components needing repair, replacement, or adjustment, and a preliminary list of parts and materials required.

Determine whether the work will be accomplished in house (by the Contractor) or be subcontracted.

If the work is to be accomplished in house, provide a complete list of parts, components, materials, and equipment not provided under the contract, the source of supply, and an itemized cost breakdown to include labor, if applicable or allowed. Also, establish a performance period or get well date.

If the work is to be accomplished by subcontract, provide the cost estimates as outline in <u>Section C-4.2.1</u> above. As with an in house estimate, all subcontractor estimates shall include a complete list of parts, components, materials, equipment, and labor, and an itemized cost breakdown thereof. Any subcontract should also establish the performance period or get well date.

The Government will determine the availability of and provide funding.

Given the approval to proceed, the Government will provide a written task order. The Contractor shall take no action to perform maintenance or repairs until such time a written task order has been provided by the COR.

## C-4.3 Augmentation

Augmentation is defined as compensation for specified work outside normal working hour outlined in <u>Figure 1</u> for which drivers and system operators are retained beyond normal duty hours or called to duty to supplement the normal workforce.

NAS Whidbey Island instructions specify [indicates an instruction has or will be written] the person(s), position, or office authorized to approve augmentation and the means by which the approval will be documented. Except as provided herein, all augmentation shall be approved prior to retaining employees or calling additional personnel to work. All invoices for augmentation shall be supported by copies of the augmentation approval form/log, the dispatch log validating the circumstances for augmentation, and the individual(s) time card that shows the hours worked. Extended hours for personnel such as mechanics, accountants, and administrative personnel do not qualify as augmentation. Failure to relieve personnel at the end of a normal shift for which there are available oncoming personnel or because scheduled personnel fail to show shall not be considered augmentation time. Furthermore, the recall or retention of personnel with specially licenses, i.e., a CDL holder, to undertake an infrequent but contracted function shall not constitute augmentation.

Augmentation will be granted under the following conditions. Each paragraph is coded (A) to indicate automatic approval within the parameters defined or (P) to indicated pre-approval is required.

**No Oncoming Relief (A)**. For any aircraft fuel servicing operation in progress, e.g., nozzle connected and fuel flowing, at the end of normal operating hours for which there is no oncoming/relief shift. Subsequent servicing requests, any beyond that in progress, shall be approved as outlined in Section C-4.3 above.

Continuous Receipt (P). For continuous receipt operations that will extend beyond the operating hours defined in Figure 1.

<u>Mutual Agreement (P)</u>. As mutually agreed to by the Contractor and the approving authority to provide services during unscheduled weekend operations such as make up flight schedules. The specific hours of planned augmentation and manning levels shall be documented as noted above.

**Emergency** (P). When authorized by the designated authority to handle emergency fuel servicing requirements, a downed aircraft recovery for instance. The circumstances shall be fully documented.

<u>Time Worked</u>. Unless local policy or union agreements dictate otherwise, compensation shall be paid for the actual hours worked plus reasonable travel time for individuals called to duty.

# **Appendix A: Government Furnished Facilities**

<u>GOVERNMENT FACILITIES</u>: The following is a list of Government facilities and components thereof that will be put under the care and control of the Contractor. It includes items that must be monitored, inspected, or requires preventive maintenance as specified throughout this PWS. It is an approximate list to be validated and updated as outline in <u>Section C-2.17</u>.

Facility	lity  Item/Component Description  (Item, manufacture, size, rating, and other descriptive information)(1)	
2741	Pier Office, 5' X 8'	40 SF
2711	The office, 5 A C	10 51
992	Pier Facility	
	Pier Loading Arm	1
	Valve, Double Block & Bleed, General Twin Seal, 6"	4
	Hose Assembly, Cargo, 6" X 25'	2
	Valve, Pressure/Thermal Relief, Kingston	2
	Gauge, Pressure, Weksler 0-200	4
	Shower & Eye Wash Station	1
	·	
892	Pump Station	
	Pump, Centrifugal, ITT AC Pump 800 GPM	2
	Pump Motor, General Electric 75 HP	2
	Valve, Plug, Tufline, 6"	5
	Valve, Double Block & Bleed, General Twin Seal 6"	7
	Valve, Pressure/Thermal Relief, Kingston	7
	Gauge, Pressure, Weksler 0-200	2
	Gauge, Pressure, Weksler 0-300	3
892	Pig Launch	1
	Valve, Double Block & Bleed, General Twin Seal, 4"	1
	Valve, Double Block & Bleed, General Twin Seal, 8"	1
	Valve, Ball, PBV-USA 8"	1
	Gauge, Pressure, McDaniel Controls 0-200 PSI	1
2671	Oil Water Separator System	1
	Bowser, Garsite, 600 Gallon	1
	Tank Farm #1 <sup>1</sup>	1
224	Tank, Underground Concrete, 250,000 Gallon	1
	Pump, Fuel, Deep Well Turbine, Simmons 500 GPM	1
	Pump Motor, GE, 15 HP	1
	Pump, Stripping, Deep Well Turbine, Simmons, 50 GPM	1
	Pump Motor, GE, 3 HP	1
	Valve, Double Block & Bleed, General Twin Seal, 6"	4
	Valve, Plug, Tufline, 6"	1
	Valve, Pressure/Thermal Relief, Kingston	2
	Gauge, Pressure, Weksler 0-100	1
	Valve, High Level Control, CLA-VAL 6"	1
	Remote Tank Gauge, Varec	1
	Alarm System, High Level, Major Controls	1
	Exhaust System/Fan	1

Facility	Item/Component Description (Item, manufacture, size, rating, and other descriptive information) <sup>(1)</sup>	Qty
225	Tank, Underground Concrete, 250,000 Gallon	1
	Pump, Fuel, Deep Well Turbine, Simmons, 500 GPM	1
	Pump Motor, GE, 15 HP	1
	Pump, Stripping, Deep Well Turbine, Simmons, 50 GPM	1
	Pump Motor, GE, 3 HP	1
	Valve, Double Block & Bleed, General Twin Seal, 6"	5
	Valve, Pressure/Thermal Relief, Kingston	4
	Gauge, Pressure, Weksler 0-100	1
	Valve, High Level Control, CLA-VAL 6"	1
	Remote Tank Gauge, Varec	1
	Alarm System, High Level, Major Controls	1
	Exhaust System/Fan	1
226	Tank, Underground Concrete, 250,000 Gallon	1
	Pump, Fuel, Deep Well Turbine, Simmons, 500 GPM	1
	Pump Motor, GE, 15 HP	1
	Pump, Stripping, Deep Well Turbine, Simmons, 50 GPM	1
	Pump Motor, GE, 3 HP	1
	Valve, Double Block & Bleed, General Twin Seal, 6"	4
	Valve, Plug, Tufline, 6"	1
	Valve, Pressure/Thermal Relief, Kingston	2
	Gauge, Pressure, Weksler 0-100	1
	Valve, High Level Control, CLA-VAL 6"	1
	Remote Tank Gauge, Varec	1
	Alarm System, High Level, Major Controls	1
	Exhaust System/Fan	1
227	Tank, Underground Concrete, 250,000 Gallon	1
221	Pump, Fuel, Deep Well Turbine, Simmons, 500 GPM	1
	Pump Motor, GE, 15 HP	1
	Pump, Stripping, Deep Well Turbine, Simmons, 50 GPM	1
	Pump Motor, GE, 3 HP	1
	Valve, Double Block & Bleed, General Twin Seal, 6"	4
	Valve, Double Block & Bleed, General Twin Seal, 4"	2
	Valve, Plug, Tufline, 6"	1
	Valve, Pressure/Thermal Relief, Kingston	2
	Gauge, Pressure, Weksler, 0-100	1
	Gauge, Pressure, Weksler, 0-160	1
	Valve, High Level Control, CLA-VAL 6"	1
	Remote Tank Gauge, Varec	1
	Alarm System, High Level, Major Controls	1
	Exhaust System/Fan	1
	Pig Launch, Tank Farm #1	1
227	Valve, Double Block & Bleed, General Twin Seal, 4"	1
		1
	Valve, Plug, 4"	1
	Valve, Ball, PBV-USA Inc., 4'	1

Facility	ity Item/Component Description (Item, manufacture, size, rating, and other descriptive information)(1)				
228	Tank, Underground Concrete, 250,000 Gallon	1			
	Pump, Fuel, Deep Well Turbine, Simmons, 500 GPM	1			
	Pump Motor, GE, 15 HP	1			
	Pump, Stripping, Deep Well Turbine, Simmons, 50 GPM	1			
	Pump Motor, GE, 3 HP	1			
	Valve, Double Block & Bleed, General Twin Seal, 6" (Includes Pit A-42)	6			
	Valve, Plug, Tufline, 6"	2			
	Valve, Pressure/Thermal Relief, Kingston	4			
	Valve, High Level Control, CLA-VAL, 6"	1			
	Alarm System, High Level, Major Controls	1			
	Remote Tank Gauge, Varec	1			
	Exhaust System/Fan	1			
229	Tank, Underground Concrete, 250,000 Gallon	1			
	Pump, Fuel, Deep Well Turbine, Simmons, 500 GPM	1			
	Pump Motor, GE, 15 HP	1			
	Pump, Stripping, Deep Well Turbine, Simmons, 50 GPM	1			
	Pump Motor, GE, 3 HP	1			
	Valve, Double Block & Bleed, General Twin Seal, 6"	3			
	Valve, Plug, Tufline, 6"	4			
	Valve, Pressure/Thermal Relief, Kingston	3			
	Valve, High Level Control, CLA-VAL, 6"	1			
	Alarm System, High Level, Major Controls	1			
	Remote Tank Gauge, Varec	1			
	Exhaust System/Fan	1			
		1			
230	Tank, Underground Concrete, 250,000 Gallon	1			
230	Pump, Fuel, Deep Well Turbine, Simmons, 500 GPM	1			
	Pump Motor, GE, 15 HP	1			
	Pump, Stripping, Deep Well Turbine, Simmons, 50 GPM	1			
	Pump Motor, GE, 3 HP	1			
	Valve, Double Block & Bleed, Truseal, 6"	3			
	Valve, Plug, Tufline, 6"	4			
	Valve, Pressure/Thermal Relief, Kingston	3			
	Valve, High Level Control, CLA-VAL, 6"	1			
	Alarm System, High Level, Major Controls	1			
	Remote Tank Gauge, Varec	1			
	Exhaust System/Fan	1			
	DANAGS Bysten Fi til	1			
231	Tank, Underground Concrete, 250,000 Gallon	1			
231	Pump, Fuel, Deep Well Turbine, Simmons, 500 GP M	1			
	Pump Motor, GE, 15 HP	1			
	Pump, Stripping, Deep Well Turbine, Simmons, 50 GPM	1			
	Pump Motor, GE, 3 HP	1			
	Valve, Double Block & Bleed, Truseal, 6"	3			
	Valve, Plug, Tufline, 6"				
	Valve, Pressure/Thermal Relief, Kingston	4			
	Valve, High Level Control, CLA-VAL, 6"	3			
		1			
	Alarm System, High Level, Major Controls	1			
	Remote Tank Gauge, Varec	1			

Facility	Item/Component Description (Item, manufacture, size, rating, and other descriptive information) <sup>(1)</sup>	Qty
232	Tank, Underground Concrete, 250,000 Gallon	1
	Pump, Fuel, Deep Well Turbine, Simmons, 500 GPM	1
	Pump Motor, GE, 15 HP	1
	Pump, Stripping, Deep Well Turbine, Simmons, 50 GPM	1
	Pump Motor, GE, 3 HP	1
	Valve, Double Block & Bleed, Truseal, 6"	3
	Valve, Plug, Tufline, 6"	4
	Valve, Pressure/Thermal Relief, Kingston	3
	Valve, High Level Control, CLA-VAL, 6"	1
	Alarm System, High Level, Major Controls	1
	Remote Tank Gauge, Varec	1
	Exhaust System/Fan	1
		1
222	Tank, Underground Concrete, 250,000 Gallon	1
233	Pump, Fuel, Deep Well Turbine, Simmons, 500 GPM	1
	Pump Motor, GE, 15 HP	1
	Pump, Stripping, Deep Well Turbine, Simmons, 50 GPM	1
	Pump Motor, GE, 3 HP	1
	Valve, Double Block & Bleed, Truseal, 6"	3
	Valve, Plug, Tufline, 6"	4
	Valve, Pressure/Thermal Relief, Kingston	
	Ÿ	3
	Valve, High Level Control, CLA-VAL, 6"	1
	Alarm System, High Level, Major Controls	1
	Remote Tank Gauge, Varec	1
	Exhaust System/Fan	1
234	Tank, Underground Concrete, 250,000 Gallon	1
	Pump, Fuel, Deep Well Turbine, Simmons, 500 GPM	1
	Pump Motor, GE, 15 HP	1
	Pump, Stripping, Deep Well Turbine, Simmons, 50 GPM	1
	Pump Motor, GE, 3 HP	1
	Valve, Double Block & Bleed, Truseal, 6"	3
	Valve, Plug, Tufline, 6"	4
	Valve, Pressure/Thermal Relief, Kingston	3
	Valve, High Level Control, CLA-VAL, 6"	1
	Alarm System, High Level, Major Controls	1
	Remote Tank Gauge, Varec	1
	Exhaust System/Fan	1
	·	
364	Pump Station Pig Launch	1
	Valve, Double Block & Bleed, General Twin Seal, 4"	2
	Valve, Double Block & Bleed, General Twin Seal, 8"	2
	Valve, Ball, PBV-USA Inc., 8'	2
	Gauge, Pressure, Weksler, 0-200	2

Facility	Item/Component Description (Item, manufacture, size, rating, and other descriptive information) <sup>(1)</sup>	Qty
364	Pump Station	
55.	Pump, Centrifugal, ITT A-C Pump, 150 GPM	1
	Pump Motor, US Electric, 40 HP	1
	Pump, Centrifugal, ITT A-C Pump, 500 GPM	2
	Pump Motor, US Electric, 100 HP	2
	Strainer, Basket, Tube Turns Inc., 8"	1
	Valve, Double Block & Bleed, General Twin Seal 8"	1
	Valve, Plug, Tufline 8"	1
	Valve, Plug, Tufline 4"	6
	Valve, Plug, Tufline 2"	4
	Valve, Ball, PBV-USA Inc., 4"	2
	Gauge, Pressure, Weksler, 0-300 PSI	5
	Cathodic Protect Rectifier	1
		1
	Pig Launch, Tank Farm #4	
	Valve, Double Block & Bleed, General Twin Seal 8"	5
	Valve, Double Block & Bleed, General Twin Seal 4"	1
	Valve, Ball, PBV-USA Inc., 8"	1
	Valve, Ball, PBV-USA Inc., 3"	
	Strainer, Basket, 10"	1
		2
	Gauge, Pressure, 0-200 PSI	2
	Gauge, Pressure, 0-300 PSI	1
	Cathodic Protect Rectifier	1
	T. 1 H. L 10, 15,77,000 C. H	
360	Tank, Underground Steel, 567,000 Gallon	1
	Filter Separator, M. E. Industries, 1200 GPM	1
	Gauge, Pressure, Weksler, 0-300 PSI	1
	Gauge, Differential Pressure, Gammon	1
	Valve, Pressure/Thermal Relief, Kingston	1
	Valve, Pressure/Flow Control, ACV 6"	1
	Strainer, Basket, Armstrong, 6"	1
	Valve, Double Block & Bleed, General Twin Seal 6"	2
	Valve, Double Block & Bleed, General Twin Seal 4"	3
	Pump, Fuel, Deep Well Turbine, Simmons, 800 GPM	1
	Pump Motor, GE, 20 HP	1
	Pump, Stripping, Deep Well Turbine, Simmons, 50 GPM	1
	Pump Motor, GE, 3 HP	1
	Valve, High Level Control, CLA-VAL, 6"	1
	Alarm System, High Level, Major Controls	1
	Tank Gauge Device, Varec	1
	Exhaust System/Fan	1

Facility	Item/Component Description (Item, manufacture, size, rating, and other descriptive information) <sup>(1)</sup>	Qty
361	Tank, Underground Steel, 567,000 Gallon	1
301	Pump, Fuel, Deep Well Turbine, Simmons, 1,200 GPM	1
	Pump Motor, GE, 50 HP	1
	Pump, Stripping, Deep Well Turbine, Simmons, 50 GPM	1
	Pump Motor, GE, 3 HP	1
	Valve, Double Block & Bleed, Truseal 4"	1
	Valve, Double Block & Bleed, Truscal 6"	2
	Valve, Double Block & Bleed, Truscal 8"	1
	Valve, High Level Control, CLA-VAL, 6"	1
	High Level Alarm System	1
	Tank Gauge Device, Varec	
	Tank Gauge Device, varee	1
362	Tank, Underground Concrete, 250,000 Gallon	1
302	Pump, Fuel, Deep Well Turbine, Simmons, 1,200 GPM	1
	Pump Motor, GE, 50 HP	1
	Pump, Stripping, Deep Well Turbine, Simmons, 50 GPM	1
	Pump Motor, GE, 3 HP	
	Valve, Double Block & Bleed, Truseal 4"	1 2
	Valve, Double Block & Bleed, Truscal 4  Valve, Double Block & Bleed, Truscal 6"	3
	Valve, Double Block & Bleed, Truseal 8"  Valve, Double Block & Bleed, Truseal 8"	3
	Valve, High Level Control, CLA-VAL, 6"	1
		1
	High Level Alarm System	1
	Tank Gauge Device, Varec	1
	Exhaust System/Fan	1
363	JP5 Fillstand System	
505	Filter Separator,	2
	Gauge, Differential, Weksler, 0-300 PSI	2
	Relaxation Chamber	2
	Valve, Pressure/Flow Control, CLA-VAL 6'	2
	Valve, Pressure/Flow Control, CLA-VAL 4'	4
	Meter, Broodie	4
	Scully System, Cable and Connections	4
	Valve, Ball, Jamesbury 6"	4
	Valve, Ball, Jamesbury 4"	4
	Valve, Plug, Jamesbury 4"	4
	Hose, 3" X 10'	4
	Nozzle, Carter 6902	4
	Show and Eye Wash Station	
	Eye Wash Station	1
	Oil Water Separator System	1
	on man separator system	1
	Pipeline, 4"	29649 LF
	Pipeline, 6"	12925 LF
	Pipeline, 8"	36157 LF
-		

Facility	Item/Component Description	Qty	
	(Item, manufacture, size, rating, and other descriptive information)(1)		
2622/3	Tank, Underground, Horizontal Centrifugal, 25,000 Gallon, MUR	2	
	Pump, Centrifugal, Gorman-Rupp, 300 GPM	2	
	Pump Motor, 10 HP	2	
	Meter, Broodie	1	
	Valve, Pressure/Flow Control, ACV 4"	1	
	Valve, Ball, Dyna-Seal, 3"	2	
	Valve, Ball, Dyna-Seal, 4"	4	
	Valve, Ball, Hindle, 3" X 2.5"	1	
	Valve, Plug, 2"	1	
	Valve, Pressure/Thermal Relief, Kingston	5	
	Strainer, Basket, Jenkins, 4"	1	
	Gauge, Marsh, 0-100 PSI	2	
	Valve, Deadman Control, CLA-VAL, 4"	1	
	Hose, 3" x 10'	1	
	Nozzle, Parker	1	
2625/6	Tank, Underground, Horizontal Cylindrical, 25,000 Gallon, LS2	2	
	Filter Separator, 600 GPM	1	
	Gauge, Differential Pressure, Marsh, 0-200 PSI	1	
	Relaxation Chamber	1	
	Pump, Centrifugal, Gorman-Rupp, 300 GPM	2	
	Pump Motor, 10 HP	2	
	Meter, Broodie	1	
	Valve, Pressure/Flow Control, ACV 4"	1	
	Valve, Ball, Jamesbury, 6"	1	
	Valve, Butterfly, Dyna-Seal, 3"		
	Valve, Butterfly, Dyna-Seal, 4"	1	
	Valve, Pressure/Thermal Relief, Kingston	6	
	Strainer, Basket, Staples-Pfeiffer, 6"	6	
	-	1	
	Gauge, Marsh, 0-100 PSI	1	
	Gauge, Marsh, 0-200 PSI	3	
2702A	Service Station, MUR (Product in tanks 2262/3 above)		
	Pump, Service Station, 6-10 GPM, Dual Nozzle	2	
	Automated Fuel Dispensing System/Card Reader, TECH 21	1	
	Air Compressor	1	
357	Service Station, MUR (Sea Plane Base)		
	Tank, Underground, Horizontal Cylindrical, 2,000 Gallon	1	
	Pump, Service Station, 6-10 GPM, Dual Nozzle	4	
	Automated Fuel Dispensing System/Card Reader, TECH 21	2	

Facility	lity Item/Component Description (Item, manufacture, size, rating, and other descriptive information)(1)			
235	Tank, Underground, Horizontal Cylindrical, 250,000 Gallon, JP8			
	Filter Separator, 600 GPM	1		
	Gauge, Differential Pressure, Gammon	1		
	Pump, Deep Well Turbine, Simmons, 500 GPM	1		
	Pump Motor, GE, 15 HP	1		
	Valve, Double Block & Bleed, General Twin Seal, 6"	1		
	Valve, Double Block & Bleed, Truseal, 6"	3		
	Valve, Pressure/Thermal Relief, Kingston	2		
	Valve, Pressure/Thermal Relief, Kingston	1		
	Valve, High Level Control, CLA-VAL, 6"	1		
	Gauge, Weksler, 0-200 PSI	1		
	High Level Alarm System, Major Controls	1		
		-		
236	Tank, Underground, Vertical Cylindrical, 250,000, JP8	1		
230	Pump, Deep Well Turbine, Simmons, 500 GPM	1		
	Pump Motor, GE, 15 HP	1		
	Valve, Gate, Rising Stem, 6"	3		
	Valve, Gate, Rising Stem, 4"	1		
	Valve, Pressure/Thermal Relief, Kingston	2		
	Valve, High Level Control, CLA-VAL, 6"	1		
	Gauge, Weksler 0-200 PSI	1		
	High Level Alarm System, Major Controls	1		
	Shower and Eyewash Station	1		
	,	1		
236	Fillstand, JP-8	1		
230	Valve, Pressure/Flow Control, 4" with Deadman Control	1		
	Valve, Ball, Jamesbury, 4"	1		
	Valve, Pressure/Flow Control, CLA-VAL	1		
	Meter, Broodie	1		
	Strainer, Basket, Staples-Pfeiffer 4"	1		
	Valve, Pressure/Flow Control	1		
	Hose, 3" by 10'	1		
	Nozzle, OPW	1		
		2017		
62	Contractor Office, Storage and Maintenance (Shared Building)	2015		
	Control to Office Driver Dest Assessed Steman	1,000		
278	Contractor Office, Drivers Rest Area and Storage	1690		
	Emergency Generator, Onan Pro 5000E	1		
	Card Punch Machine, Wright Line Model 2611	1		
	Imprinter (In each refueler)	8		
	Computer, Bean 360	1		
	Monitor, 14 VGA	1		
	Modem, Zenith, 2400 Baud	1		
	Printer, Epson	1		
60	Fred Laboratory			
62	Fuel Laboratory			

Facility	Item/Component Description (Item, manufacture, size, rating, and other descriptive information) <sup>(1)</sup>	Qty
()	Direct Refueling System	
,,	Tank, JP8, 8,000- Gallon Aboveground	4
	Valve and Manifold	1
	Pump, Filter, and flow Control System, Starcart (H14K)	2

 $<sup>(1).\</sup> Provide\ a\ complete\ and\ accurate\ description\ of\ the\ system\ components.$ 

 $<sup>(2) \</sup> Use \ an \ empty \ parentheses \ () \ to \ indicate \ unknown \ factors, \ i.e., \ facility \ numbers, \ make/manufacture, \ GPM \ or \ PSI \ ratings, \ etc.$ 

## Appendix B: Government Furnished Equipment, Supplies, and Services

<u>GOVERNMENT EQUIPMENT, SUPPLIES, AND SERVICES</u>: In addition to the facilities and components listed in <u>Appendix A</u>, the Government will provide the following equipment, supplies, and services.

<u>Fire Suppression Equipment</u>: Except for Contractor furnished extinguishers mounted on fuel servicing trucks, all fire suppression equipment, i.e., fire extinguishers or portable/installed fire suppression equipment, will be provided, repaired, overhauled, and as necessary, replaced by the Government. The quantity and type of fire suppression equipment on station within the Fuel Management facilities will be established by the Government.

<u>Telephone Services</u>: The Government will provide telephone services, i.e., commercial, DSN, and on-station emergency lines, Local Area Network (LAN) connections (if applicable), and equipment required and necessary to conduct Government business, i.e., FAS, DFAMS. See <u>Section C-.3.4</u> regarding Contractor-furnished telephones services.

<u>Utilities</u>: Electricity, natural gas/propane, heating/power production fuels, water, and sewage as required for the health and welfare of contract personnel that occupy facilities provided by the Government and prefabricated structures provided by the Contractor under <u>Section C-3.2.6</u>.

<u>Fuel Products</u>: Limited to those products stocked and issued on base, the Government will furnish fuel for the operation of the Contractor's fuel servicing equipment, trucks/tractors identified as fuel servicing equipment. Fuel for utility/administrative vehicles, pick ups and vans as may by management or for administrative purposes, shall be provided by the Contractor.

<u>Materiel Safety Data Sheets (MSDS)</u>: The Government will provide the appropriate MSDS for those compounds furnished by the Government.

The following additional property will be provided by the Government. See Section C-2.17 regarding property accountability.

Facility	y Item/Component Description (1) (Item, manufacture, size, rating, and other descriptive information) (2)		
	Fuels Automated System (FAS) (Show serial numbers)		
	Computer, COMPAQ, 6744BQ33P950; 6744BQ33P587; 6716BBF7Q898	3	
	Monitor, COMPAQ, 736CB03EE942; 645CB03ED093; 713FA05AA265	3	
	Printer, Cannon, E6Y03319	1	
	Modem Courier, 21PS2867R299; 21SZ29F7FDL6; 21SZ29F7FDT6; 21SZ29F7FDTF	4	
	Vacuum Truck, 2000-Gallon (3)	1	
	CCFD		
	Lash Point Tester		
	Mark II AEL		

<sup>(1)</sup> Supplies stocked and controlled by the Government need not be listed.

<sup>(2)</sup> See the notes that follow Appendix A.

<sup>(3)</sup> A Government furnished vehicle used by the Contractor as needed but maintained by the Government.

# **Appendix C: Abbreviations and Acronyms**

Abbreviation & Acronyms			
API	American Petroleum Institute	PWS	Performance Work Statement
AQL	Acceptable Quality Level	QASP	Quality Assurance Surveillance Plan
AST	Aboveground Storage Tank	OCP	Quality Control Plan
ASTM	American Society for Testing Materials	SOP	Standard Operating Procedure
ATG	Automated Tank Gauging	SPCC	Spill Prevention Control and Countermeasure Plan
BBL	Barrel	TTMA	Tank-Trailer Manufactures Association
CDR	Contract Discrepancy Report	UDAPS	Uniform Data Automated Processing System
CFR	Code of Federal Regulations	USCG	United States Coast Guard
CLIN	Contract Line Item Number	UST	Underground Storage Tank
COR	Contracting Officer's Representative		
DESC	Defense Fuel Supply Center		
DFAMS	Defense Fuel Automated Management System		
DFR	Defense Fuel Region		
DFSP	Defense Fuel Support Point		
DIEGME	Diethylene Glycol Monomethyl Ether (a type of		
DLA	Defense Logistics Agency		
DOD	Department of Defense		
DODAAC	Department of Defense Activity Address Code		
DSN	Defense Switched Network		
EDP	Emergency Distribution Plan		
EPA	Environmental Protection Agency		
FAR	Federal Acquisition Regulation		
FAS	Fuels Automated System		
FRP	Facility Response Plan		
FSC	Facility Spill Coordinator		
FSII	Fuel System Icing Inhibitor		
GFE	Government-Furnished Equipment		
ISSA	Inter-Service Support Agreement		
JPO	Joint Petroleum Office		
MIL-PRF	Military Performance Standard		
MILCON	Military Construction		
MPMS	Manual of Petroleum Measurement Standards		
MRP	Maintenance & Repair Project		
MSDS	Material Safety Data Sheet		
NFPA	National Fire Protection Association		
NPDES	National Pollution Discharge Elimination System		
NSN	National Stock Number		
OPA	Oil Pollution Act		
OSC	On-Scene Coordinator		
OSHA	Occupational Safety and Health Administration		
PM	Preventive Maintenance		
PMI	Preventive Maintenance Inspection		
POS	Peacetime Operating Stock		
PQA	Petroleum Quality Assurance		
PWC/D	Public Work Center/Department		

### **Appendix D: Definitions**

AARC: Alongside Aircraft Refueling Contract.

**Barrel**: A barrel is equal to 42 U.S. gallons.

**BOS**: The Base Operating System (BOS) contractor that is responsible for the performance of work such as that of Public Works, Supply and other organizations. The BOS may perform work in support of the Alongside Aircraft Refueling Contract (AARC).

#### **Contract Date/Periods:**

**Contract Award Date**: The date entered in block 20C, Date Signed, of the Standard Form 26, Award/Contract. This date may differ from the start/performance date.

Contract Start Date: The contract start date, performance date, or first day of the performance period is the first day of the period cited in block 15 (A through F) of the Standard Form 26, Award/Contract. The start date and performance period may be adjusted by amendment to provide the Contractor sufficient lead-time to ready equipment for the contract.

**Contractor** (**The**): The individual, group of persons, company, group of companies, or corporation specifically named and contracted by/with the Government to fulfill the terms of the specified contract document. The term "Contractor" as used herein refers to the company or corporation as a whole or any individual, manager or assistant, attendant, technician, operator, driver, dispatcher, or laborer who may be acting on behalf of the Contractor.

Contracting Officer: Includes the Procurement Contracting Officer (PCO) and the Administrative Contracting Officer (ACO).

**Contracting Officers Representative**: The local or on site Navy technical specialist, military or civilian, designated by the Contracting Officer to inspect and accept or reject the supplies and services furnished under a specified contract.

**Maintenance**: Unless specifically defined otherwise, the word or term "maintain or maintenance" shall mean preventive or operator maintenance as defined below.

**Operator Maintenance**: Operator maintenance is that work accomplished during routine inspections and during system use/operation. Operator maintenance may be, but is not necessarily limited to, work such as the replacement of ground wires, plugs, and clips, the replacement of O-rings and gaskets without tearing down the component, the tightening of nuts, bolts, and screws to prevent leakage, or corrosion control and spot painting. Operator maintenance is normally be limited to those actions taken by qualified system operators using common hand tools.

**Preventive Maintenance**: Preventive maintenance is a program of recurrent periodic or cyclic scheduled work designed to preserve and maintain equipment, apparatus, or facilities in such condition that they may be effectively used for their intended purpose.

Other Maintenance and Repair: Maintenance and repair beyond that defined as preventive is other maintenance and repair. This includes unplanned repair or replacement of material or components that show abnormal wear or fail. This maintenance will be approved by the COR and is reimbursable under Section C-4.1.

## **Appendix E: Regulations**

The following is a list of the references directly/indirectly sited within the PWS. It is not all-inclusive and does not site local/command instructions. It is incumbent upon the contractor to ensure full compliance with all Federal, State, USN, USMC, and local regulatory documents. The contracting activity will provide a copy of applicable DOD, USN, USMC, and local instructions required under this contract. All other references, i.e., federal and state code, professional, association, and industry standards and guidelines shall be provided by the Contractor. However, many of the items listed are available from various web sites. The following items that are blue and underlined are hyperlinked to the applicable web site.

Document	Title
29 CFR (1)	Labor
29 CFR Part 1910	Occupational Safety and Health Standards
33 CFR 156	Oil and Hazardous Material Transfer Operations
40 CFR 112	Oil Pollution Prevention
49 CFR 171	Hazardous Materials Regulations; General information, regulations, and definitions
49 CFR 172	Hazardous materials table, special provisions, hazardous materials communications, emergency response information, and training requirements
49 CRF 173	Shippersgeneral requirements for shipments and packaging
49 CFR 178.345	General design and construction requirements applicable to Specification DOT 406
49 CFR 178.346	Specification DOT 406; cargo tank motor vehicles
49 CFR 180	Continuing Qualification and Maintenance of Packaging
49 CFR 195	Pipeline Safety Regulations
49 CFR 382	Controlled Substance and Alcohol Use and Testing
49 CFR 383	Commercial Driver's License Standards; Requirements/Penalties
49 DFR 387	Minimum Levels of Financial Responsibility for Motor Carriers
49 CFR 390	Federal Motor Carrier Safety Regulations; General
49 CFR 391	Qualification of Drivers
49 CFR 392	Driving of Commercial Motor Vehicles
49 CFR 393	Parts and Accessories Necessary for Safe Operation
49 CFR 395	Hours of Service for Drivers
49 CFR 396	Inspection, Repair and Maintenance
NFPA 385	Tanks Vehicles for Flammable and Combustible Liquids
NFPA 407	Aircraft Fuel Servicing
API Bulletin 1529	Aviation Fuel Hose
API Publications 1581	Specifications and Qualifications Procedures for Aviation Jet Fuel Filter Separators
DOD 4140.25-M	DOD Management of Bulk Petroleum Products, Natural Gas, and Coal
MIL-STD-3004 (2)(4)	Quality Surveillance Handbook for Fuel, Lubricants and Related Products
NAVAIR 00-80T-109 (2)	Aircraft Refueling NATOPS Manual
NAVFAC P-300 (5)	Management of Transportation Equipment
OPNAVINST 4790.2*	The Navy Aviation Maintenance Program (NAMP)
<u>OPNAVINST 5090.1</u> * (3)	Environmental and Natural Resources Program Manual
NAVSUP P-558 (3)	Petroleum Management Ashore
NAVSUP Vol. II	Supply Ashore

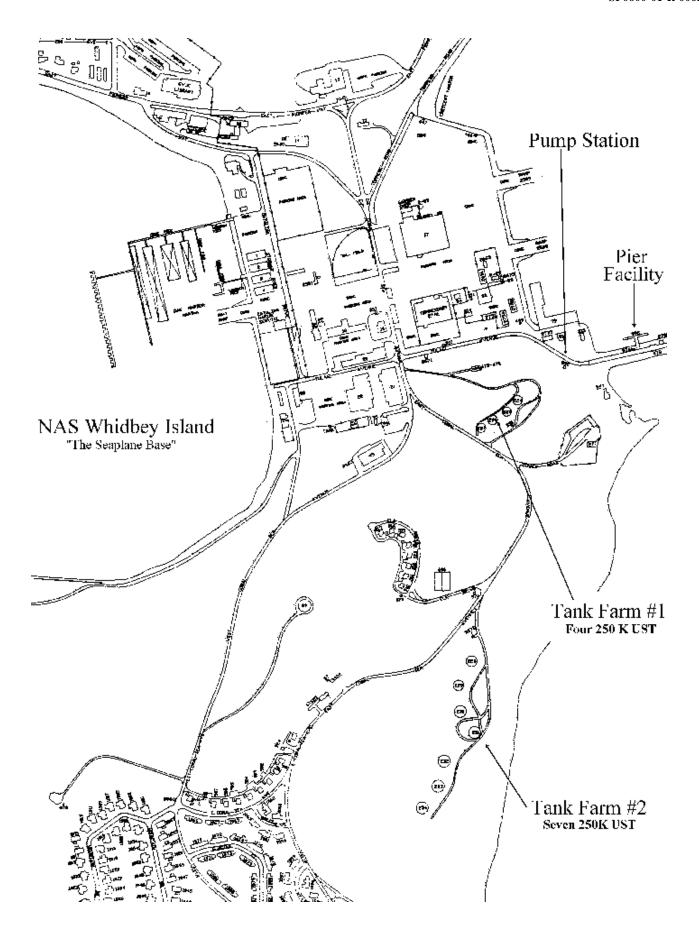
<sup>(1)</sup> All Code of Federal Regulation (CFR) references are at the same web site. Point to 29 CFR, click, and follow the web page instructions.

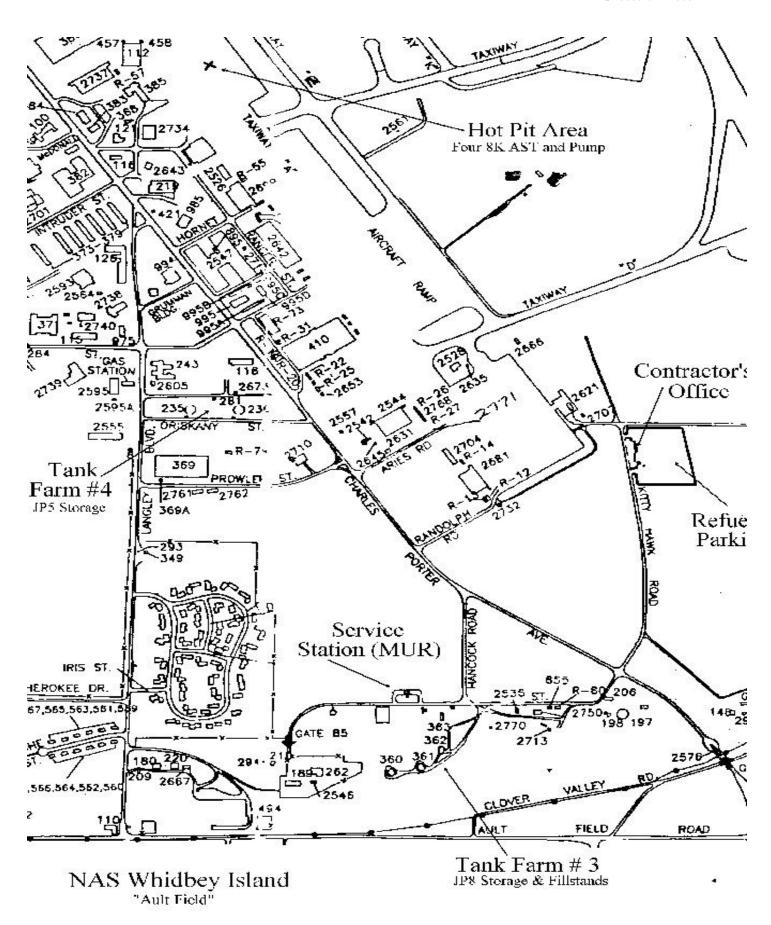
- (2) The user may require mil. domain assistance or may have to register with this site in order to gain access and download documents.
- (3) An asterisk \* at the end of a reference, i.e., OPNAVINST 4790.2\*, indicates there is an Whidbey Island designator to indicate the most recent version of the publication.
- (4) Go to SPECS & STDS, scroll down to STINET and enter DODISS ID Number MIL-STD-3004 (see Note 2 above).
- (5) A user name and password window will appear. Use docs and docs as the user name and password respectively.

## **Appendix F: Maps**

The NAS Whidbey Island Fuel Division will provide the following maps during the contract pre bid on-site visit. The 8½ X 11 inch map or map set provided will become a part of the contract as this appendix.

- 1. A local area map clearly showing the nearest major city/town, roads, the base.
- 2. A station/local area map showing the routes to any outlying areas requiring aviation or ground fuels support.
- 3. A station map clearly showing all fuel facilities. Connecting pipelines should also be shown.
- 4. A station field map clearly showing the entire flightline area, parking ramps by type of aircraft, hot pit facilities, restricted areas, and other information as may be useful to the Contractor.
- 5. A station map or map set clearly showing all ground product delivery points (by grade).





# **Appendix G: Quality Surveillance Program**

Incentive program used in lieu of a published quality control program.

# **Appendix H, Monthly Workload Summary**

- 1. An accurate and meaningful Performance Work Statement (PWS) is dependent on detailed information regarding measurable tasks on which basic decisions regarding the structure of a workforce and equipment package are made. This data must be updated continually to provide a meaningful picture of the fuel functions of a base. As applicable to the locations covered under this PWS, report the following data. A separate report shall be submitted for each location, i.e., the main operating base and its supported outlying fields that receive/issue products and provide fuel services.
- a. Receipts and Returns to Bulk. Provide information regarding receipts/returns to storage for all products, i.e., aviation fuels, ground fuels and recyclable fuels. If a jet fuel recycling system is in use, consider the product pumped into the unfiltered or recyclable side of the system, to be a return of product to bulk (see paragraph "b" below regarding recycler output). Report the following:
  - (1) The **Grade** of product received or returned to bulk. Use the appropriate grade code, "JPX" for recyclable jet fuel collected and returned to a recycling system for processing.
  - (2) The **Mode** of receipt/return to storage, i.e., TW for Tank Wagon, TT for Tank Truck, RC for Rail Car, PL for Pipeline, B for Barge, or RF for refueler/defuelers returning product to bulk. Use a separate line for each grade and mode entry.
  - (3) The **Destination** of the product received or returned, i.e., bulk storage, a direct refueling system, the service station, etc. Also, include gross receipts and the number of receipts whereby bulk products are issued directly to fuel servicing equipment by another Service. For instance, Navy contracted refuelers at NAF Washington and NAS Willow Grove are replenished by the Air Force.
  - (4) The total **Gallons** received or returned to bulk for each grade and mode entry for the report month.
  - (5) State the Number of receipts/returns of product for each grade and mode entry for the report month.

The following are examples of receipt/return data:

Grade	Mode	Destination	Gallons	Number
JP8	PL	Bulk	1,232,843	4
JP8	RF	Bulk	4,039	1
JPX	RF	Recycling System	934	1
MUR	TT	Service Station	15,945	2
LOX	TT	Cryogenics	1,000	1

- b. <u>Transfers from Bulk</u>. Provide information regarding the transfer (not sales) of product from bulk storage to other fuel systems or fuel servicing equipment. If a jet fuel recycling system is in use, consider the product pumped out of the system to be a truck fill (see paragraph "a" above regarding returns). Product issued directly from bulk storage to aircraft via a direct fueling system (no day tanks) and issues to commercial carriers destined for another base should be reported in section "c" below. Furnish information regarding:
  - (1) The **Grade** of product transferred. Use the appropriate grade code, "JPX" for recyclable jet fuel collected and returned to a recycling system for processing.
  - (2) The **Gallons** of product transferred from bulk storage.
  - (3) The **Mode** of transfer.
    - (a) Report Truck Fills of organic military or contract fuel servicing trucks, ground and aviation.

(b) Report intra-system **Transfer**(s) by pipeline to another system, i.e., bulk to a direct fueling system. For example, the following would represent transfers from bulk storage.

Grade	Mode	Gallons	Number
JP8	Fillstand to Refuelers	687,469	137
JPX	Recycler to Fuel Servicing Truck	874	1
JP8	Bulk to Direct Refueling System by Pipeline	393,954	9
MUR	Fillstand to Ground Fuel Servicing Truck	3,945	5

- c. <u>Issues/Sales by Mode</u>. Provide issue/sales data, to include defuels, for all grades of product handled by the contractor. Separate data by the appropriate grade and mode. Include dry run and cancellation data as a parenthetical note as illustrated below.
  - (1) The **Grade** of product issued/defueled. Use the applicable grade code, "JPX" for recyclable jet fuel collected and pumped to a recycling system for processing.
  - (2) The **Mode** of issue/defuel, i.e., TW for Tank Wagon, TT for Tank Truck, RC for Rail Car, PL for Pipeline, B for Barge, or RF for refueler/defueler returning product to bulk.
  - (3) The total **Gallons** issued/defueled from the base bulk for the report month.
  - (4) The **Number** of issues/defuels for the report month.

The following are examples of issue data:

Grade	Mode of Issue	Gallons	Number
JP8	Issues by Mobile Refueler	632,604	306
JP8	Issues by Direct Refueling System	542,619	263
JP8	Fillstand to Commercial Carrier	7825	1
MUR	Issues by Ground Fuel Truck	9,481	179
JPX	Issues of Recycled Jet Fuel	527	1
MUR	Issues at the Service Station	22,317	1116
LS2	Issues at the Service Station	21,444	825
LOX	Issues from Cryogenics	2,050	41
LN2	Issues from Cryogenics	1,750	35
N2 Gas	Issues of Gas to Cylinders	N/A	215

The following are examples of defuel data:

Grade	Mode of Defuel	Gallons	Number
JP8	Defuels by Mobile Defueler	37,329	13
JP8	Defuels by Direct Refueling System	22,841	7
MUR	Defuels by Ground Fuel Truck	550	1
FOR	Defuel/Collection of Used Oil by Truck	2,200	37
JPX	Defuel/Collection of Recyclable Jet Fuel by Truck	500	1

d. The **Type and Number of Aircraft Serviced (issues/defuels).** Provide a table of the type of aircraft, basic model designation only, serviced (refueled/defueled) for the report month. Data reported should correlate with that reported in other sections of this report.

- (1) Report the **Type of Aircraft**, i.e., the basic type/model, serviced. For instance, total F-14As and F-14Bs would be reported as F-14.
- (2) By type/model report the **Number** of aircraft serviced.
- (3) Total **Gallons** issued to the specific type/model.
- (4) In terms of gallons issued, the **Range** of issues (maximum/minimum refuel for the report month) as may be applicable to the particular type aircraft.
- (5) By type/mode; report the **Number** defueled.
- (6) Total **Gallons** defueled from the specific type/model.
- (7) In terms of gallons defueled, the **Range** of defuels (maximum/minimum defuel for the report month) as may be applicable to the particular type aircraft.

For example, the following would represent issues and defuel data by aircraft type.

Туре АС	Number	Total Gallons Refueled	Min/Max Refuel	Number	Total Gallons Defuel	Min/Max Defuel
T-45	4	1,176	283/307	0	0	0/0
F-14	315	711,327	715/2,117	23	24,718	315/1,750
F-18	254	463,896	314/1,933	17	16,434	225/1,625
P-3	3	6,823	1,326/3,121	1	2,322	2,322/2,322
C-130	7	21,423	2,725/3,127	0	0	0/0
C-9	2	4,117	2,000/2,117	0	0	0/0
C-141	2	9,512	4,102/5,410	0	0	0/0
C-5	1	14,372	14,372/14,372	0	0	0/0
Total	588	1,232,646		41	43,474	

- e. <u>Refueling Workload Increments</u>. Provide jet fuel services workload data (truck and direct refueling operations) by date and four-hour increments for the report month. Do not consolidate or report consolidated runs, i.e., several aircraft of the same type, model, and series reported as a single run/issue. Report individual aircraft run and issue data. Data may be reported under as many as four distinct categories, "Cold Truck Refuels/Defuels" whereby the fuel servicing unit moves to the aircraft, "Hot Truck Refuels (by hose or pantograph)" whereby the aircraft is taxied to the servicing truck, "Cold Pit Refuels/Defuels", the aircraft is towed to a servicing pit, and "Hot Pit Refuels" where the aircraft is taxied to the servicing pit and refueled with engines running. Copy and use the attached forms as applicable. The forms may be handwritten but must be legible.
- f. <u>Fuels Automated System (FAS) Data Report</u>. Provide a supplementary end of month FAS summary for the report month (see Atch 5). The FAS generated data will be used for comparative analysis.
- g. Quality Surveillance. Report the number of samples drawn and processed by the contractor.
  - (1) **Visual Samples**. Bottle samples drawn from a source, visually inspected, and disposed of immediately, i.e., sumps, low points, or filter samples.
  - (2) **Submitted Samples**. Bottle samples drawn and submitted to the fuel laboratory for analysis. Provide the number of tests for water, sediment, API gravity, flash point, FSII levels, and any other specific tests performed.
  - (3) Samples via the **Field-Test Kit** for water and sediment (direct read and comparative analysis accomplished by operators during system and truck recirculation).

(4) **Correlation Samples**. Report samples drawn and processed as well as drawn and shipped.

The following is an example of the quality surveillance information required regarding sampling and testing.

Quality Surveillance Sampling and Testing												
g , p (f)			Tests Performed (2)									
Samples Drawn	,	Visual	Particulate	AEL Water	API Gravity	Flash Point	FSII					
JP5/8	240	240	60	60	60	12	12					
MUR	10	10	2	2								
LS2	16	16	2	2								
JPX <sup>(3)</sup>	1	1	1	1	1							
LOX (4)	8	8	8									
Total Samples/Tests	275	275	73	65	61	12	12					

<sup>(1)</sup> By grade, the total samples drawn for the report month.

<sup>(2)</sup> Tests most commonly performed on the various samples drawn. Report any other tests performed as a note to this section.

<sup>(3)</sup> Product downgraded to ground fuel and issued to yellow gear and vehicles.

<sup>(4)</sup> Report ABO sampling and analysis via an ABO analyzer as above and a note to this section.

		Workload		1	1			
Day (1)	Date	0000-0400	0400-0800	0800-1200	1200-1600	1600-2000	2000-2400	Total
	1							
	2							
	3							
	4							
	5							
	6							
	7							
	8							
	9							
	10							
	11							
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	14							
	15							
	16							
	17							
	18							
	19							
	20							
	21 22							
	23							
	25							
	26							
	26						-	
	28						<del>                                     </del>	
	29						<del>                                     </del>	
	30						<del>                                     </del>	
	31						+	
Weekday							+	
							<del>                                     </del>	
eekends/Ho	lidays (3)							

<sup>(1)</sup> Enter the day of the week corresponding to the date of the month.

Attachment 1

<sup>(2)</sup> Enter weekday workload excluding holidays.

<sup>(3)</sup> Enter weekend and holiday workload.

### DAILY SUMMARY FROM 01/01/1999 TO 12/31/1999 (EXAMPLE)

TIME	RUNS	F/S	RESPONSE
0000-0100	914	0	0
0100-0200	593	0	0
0200-0300	407	0	0
0300-0400	421	0	2.00
0400-0500	328	0	0
0500-0600	494	0	5.00
0600-0700	345	0	10.00
0700-0800	671	1	0
0800-0900	729	0	76.75
0900-1000	933	1	47.00
1000-1100	1093	2	54.50
1100-1200	1523	2	23.60
1200-1300	1985	2	36.00
1300-1400	1758	1	19.55
1400-1500	1621	1	14.89
1500-1600	1415	0	159.00
1600-1700	1933	0	12.00
1700-1800	2114	0	8.67
1800-1900	1967	1	10.00
1900-2000	1339	0	0
2000-2100	1315	0	2.00
2100-2200	633	0	0
2200-2300	820	0	0
2300-2400	1549	0	0
TOTAL	26930	11	33.29
TRUCKS		HYDRANTS	
0-400	588	0-6000	22773
401-1800	2358	6000-16000	13
1801-2700	662	16000-26000	5
2701-3500	39	26000-36000	2
3501-	54	36000-	0
TRUCK DEFUELS		90	
HYD DEFUELS		426	
ALL DEFUELS		516	
TOTAL REFUELS		35877481.0	
TOTAL DEFUELS		367190.000	
NET		35510291.0	
AVERAGE GALLONS IS		1335.13	
AVERAGE GALLONS D		727.11	
TOTAL CANCELLATIO	ONS	1069	

Attachment 2

VEHICLE IDENTIFICATION WORKSHEET										
A. CONTRACT DATA										
Contract L	ocation			Contract Nun	nber			Contr	act I	Period
	B. THI	E TRA	\C1	TOR (PRIM	ие мо	VEI	<b>R</b> )			
Mar	nufacture			Mode	el		Мо	del Year	(	Gas or Diesel?
Number of Axles	Gross GVV	VR		GVWR F	ront	G	vw	R 1st Rear	G	VWR 2nd Rear
V	IN		(	Contractor Co	ontrol Nu	mber	,	License 1	No. (	if applicable)
	C. TH	IE CA	RG	O TANK/I	REFUE	LER	2			
Manufactu	re	Year	Man	ufactured	Capa	acity	No. of Axles GVV		GVWR	
MC/DOT Specif	fication	Da	Date Certified			Certification No.				
VIN or Tank Se	rial No.	Contr	ractor Number Lic		Lice	icense No. (if applicable)				
	<b>D.</b> 1	NOTE	ES &	& ATTACH	<b>IMEN</b>	rs .				
	Attach a copy of the cargo tank certification, vehicle weight certifications, equipment waivers and other documents as may be pertinent and applicable to the identification of the vehicle presented for inspection.									
Contract Representativ	ve							Date		

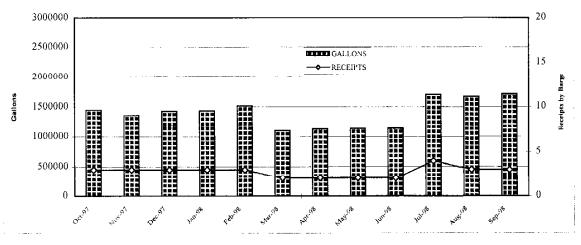
NAVPETOFF Equipment Control Form

EXHIBIT 1

JP5 Receipt Data and Trends, NAS Whidbey Island, WA

MONTH	GALLONS	RECEIPTS	MONTH	GALLONS	RECEIPTS
Oct-97	1450129	3	Oct-98	1129303	2
Nov-97	1359508	3	Nov-98	1509677	3
Dec-97	1425448	3	Dec-98	1281612	3
Jan-98	1428437	3	Jan-99	1355017	3
Feb-98	1511504	3	Fcb-99	1578696	3
Mar-98	1096903	2	Mar-99	2198677	4
Apr-98	1125092	2	Арт-99	1123176	2
May-98	1137376	2	May-99	1930620	4
Jun-98	1137712	2	Jun-99	1819452	11
Jul-98	1696967	4	Jul-99	2590605	5
Aug-98	1662239	3	Aug-99	1576905	3
Sep-98	1704346	3	Sep-99	1955348	4
TOTAL	16735661	33	TOTAL	20049088	47

#### JP8 Receipt Data, FY1998



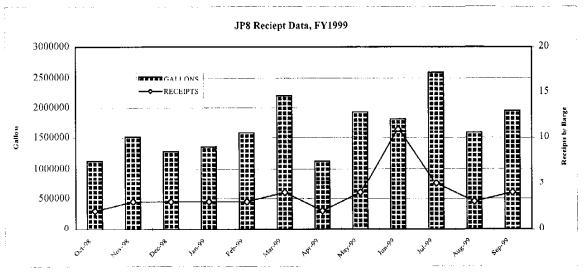
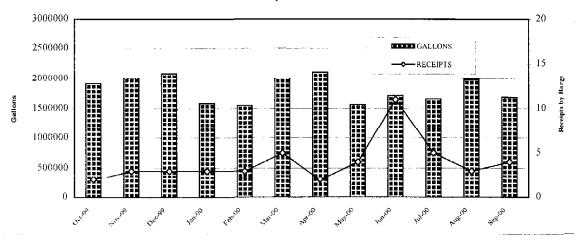


EXHIBIT 1

JP5 Receipt Data and Trends, NAS Whidbey Island, WA

MONTH	GALLONS	RECEIPTS	MONTH	GALLONS	RECEIPTS
Oct-99	1917264	2	Oct-00	2259725	4
Nov-99	2014001	3	Nov-00	1629677	3
Dec-99	2090399	3	Dec-00	1578938	3
Jan-00	1589171	3	Jan-01	2242803	4
Feb-00	1550543	3	Feb-01	1666764	3
Mar-00	2006035	5 .	Mar-01		
Apr-00	2112092	2	Apr-01		
May-00	1564604	4	May-01		
Jun-00	1716197	11	Jun-01		
Jul-00	1660812	5	Jul-01		
Aug-00	1977825	3	Aug-01		
Sep-00	1689463	4	Sep-01		
TOTAL	21888406	48	TOTAL	9377907	17

#### JP5 Receipt Data, FY2000



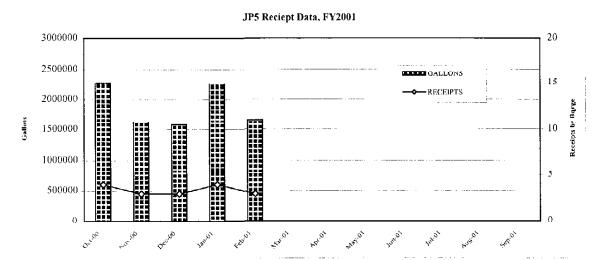
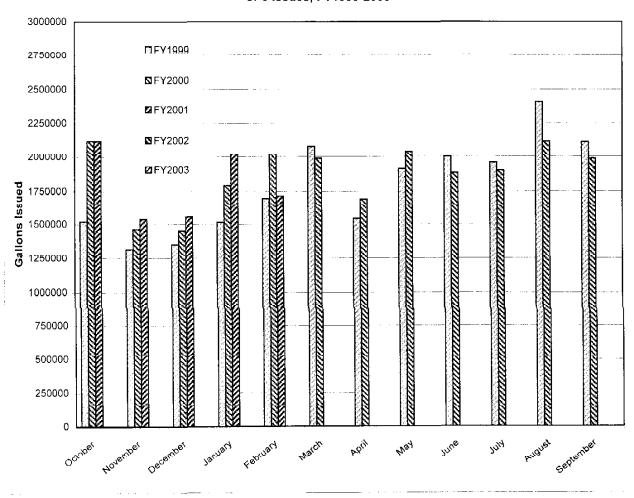


EXHIBIT 2

JP5 Issue Data and Trends, FY99-03, NAS Whidbey Island, WA

		(All figu	r <del>es i</del> n gallons)		
MONTH	FY1999	FY2000	FY2001	FY2002	FY2003
October	1519845	2123803	2121320		
November	1319523	1462485	1535994		
December	1355000	1452804	1554791		
January	1512013	1792422	2021231		
February	1695455	2019986	1714603		
March	2081813	1987118			
April	1539670	1691956			
May	1913993	2042646			
June	2000355	1882743			
July	1955128	1900270			
August	2409107	2120084			
September	2114925	1985574			
TOTAL	21416827	22461891	8947939	0	0

#### Workload Data and Trends JP5 Issues, FY1999-2003



**EXHIBIT 3** Fuel Services Summary Data Fiscal year 1999

Month Oct-98	TrkWkdys	Distallantan	TrkWknds	PitWknds	TrkTotal	PitTotal	Total
	<del></del>	PitWkdys			907	<del></del>	
	824	131	_ 83	0		131	1038
Nov-98	657	97	116	3	773	100	873
Dec-98	666	106	40	0	706	106	812
.lan-99	786	n	112	1	898	11	899
Feb-99	880	99	0	8	880	107	987
Mar-99	1060	134	131	0	1191	134	1325
Apr-99	783	116	83	1	866	117	983
May-99	962	177	109	11	1071	188	1259
Jun-99	1148	49	85	0	1233	49	1282
Jul-99	1068	51	117	0	1185	51	1236
Aug-99	1340	73	159	0	1499	73 189	1572 1518
Sep-99	1189	185	140	4	1329	<del></del>	
Year Total	11363	1218	1175	28	12538	1246	13784
1100 1000 900 800 700 600 500 400 300	9	PitWknds					

EXHIBIT 3
Typical Truck Services Workload by Day of the Week
Fiscal Year 1999

Day	2400-0400	0400-0800	0800-1200	1200-1600	1600-2000	2000-2400	Total
Monday	2	4	8	12	9	6	41
Tuesday	3	4	10	14	10	6	48
Wednesday	4	4	11	14	10	7	50
Thursday	4	4	10	13	11	7	50
Friday	4	3	10	13	6	2	38
Saturday	0	2	4	4	2	0	12
Sun/Hol	0	2	3	3	3	2	14

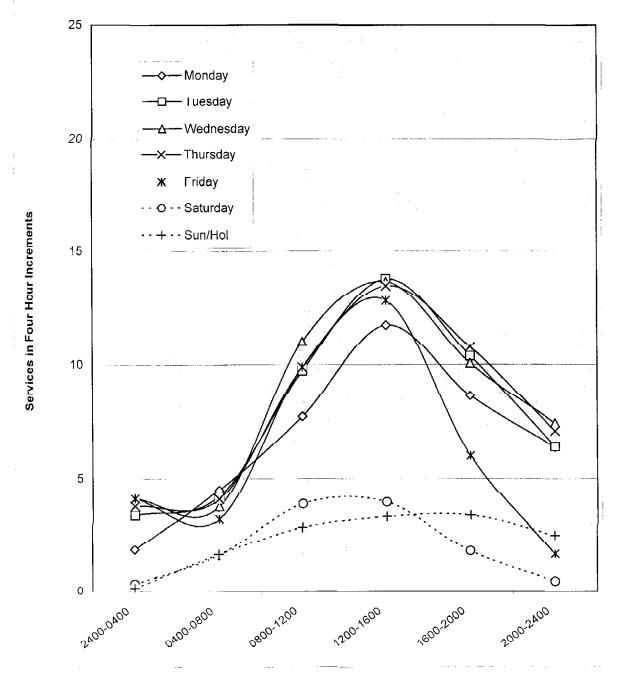


EXHIBIT 3
Typical Pit Services Workload by Day of the Week

Fiecal	Vest	1000

Day	2400-0400	0400-0800	0800-1200	1200-1600	1600-2000	2000-2400	Total
Monday	0	0	1	1	2	2	5
Luesday	U	U	7	1	2	7	5
Wednesday	0	0	1	1	2	2	6
Thursday	0	0	1	1	2	2	6
Friday	U	U	2	2	Ū	Ü	3
Saturday	0	0	0	0	0	0	0
Sun/Hol	0	0	0	0	0	0	0

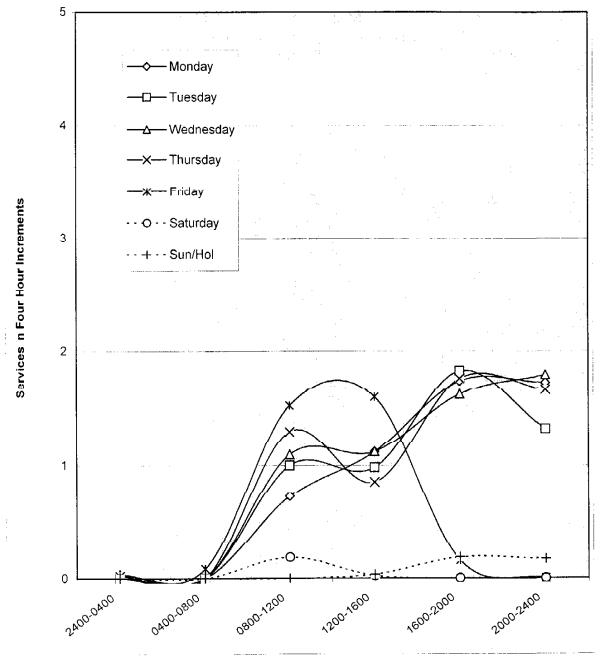


EXHIBIT 4
Fuel Services Workload Data

Fiscal Year 2000

Month	TrksWkdys	PitsWkdys	TrksWknds	PitsWknds	TrkTotal	PitTotal	Total
Oct-99	923	152	212	6	1135	158	1293
Nov-99	648	67	293	24	941	91	1032
Dec-99	791	50	71	0	862	50	912
Jan-00	1014	144	83	0	1097	144	1241
Feb-00	1124	80	76	1	1200	81	1281
Mar-00	1165	15	85	0	1250	15	1265
Apr-00	960	53	101	. 0	1061	53	1114
May-00	1178	107	98	2	1276	109	1385
Jun-00	1066	63	104	0	<b>1</b> 170	63	1233
Jul-00	1101	70	123	0	1224	70	1294
Aug-00	1244	131	72	0	1316	131	1447
Sep-00	1098	127	112	0	1210	127	1337
Year Total	12312	1059	1430	33	13742	1092	14834

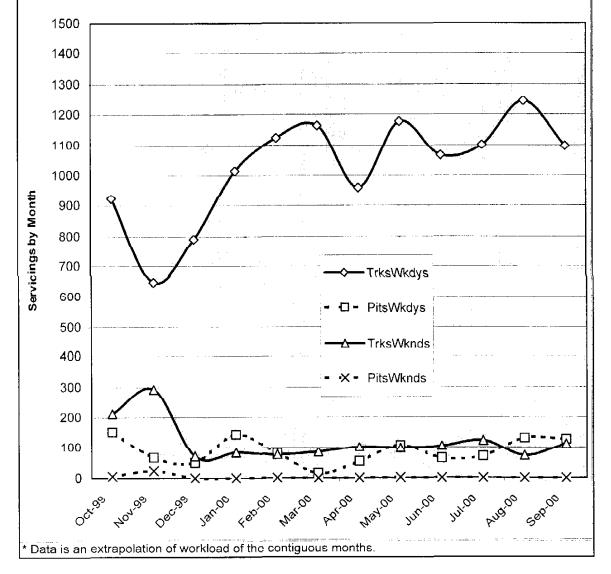


EXHIBIT 4
Typical Truck Services Workload by Day of the Week

Day	2400-0400	0400-0800	0800-1200	1200-1600	1600-2000	2000-2400	Total
Monday	2	4	8	14	10	7	44
Tuesday	3	4	11	16	12	8	55
Wednesday	4	4	11	16	13	9	57
Thursday	4	4	12	16	12	8	56
Friday	4	4	9	12	6	2	36
Saturday	0	2	3	3	2	0	10
Sun/Hol	0	1	3	3	3	3	13

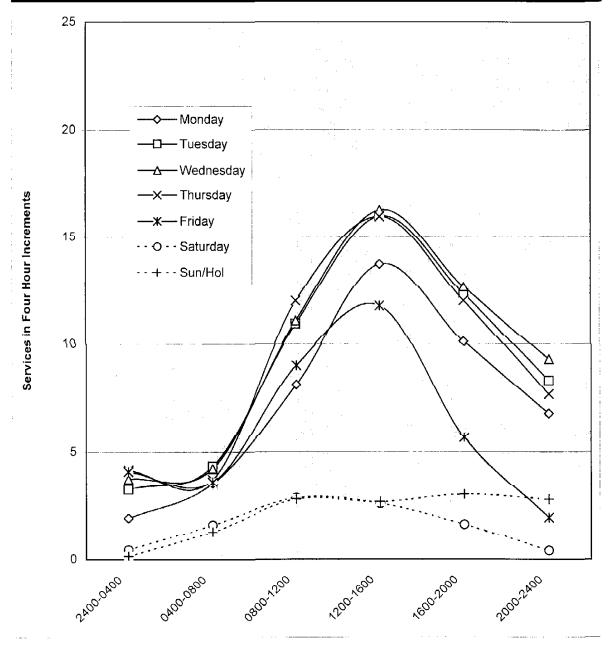
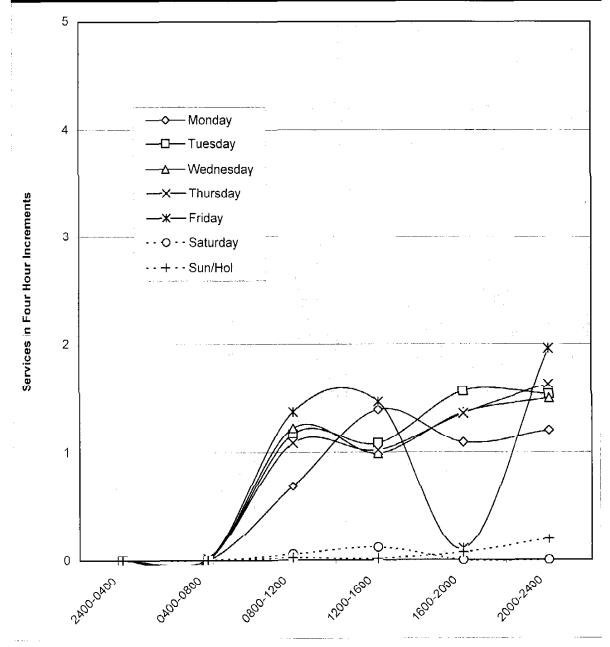


EXHIBIT 4

Typical Pit Services Workload by Day of the Week

Day	2400-0400	0400-0800	0800-1200	1200-1600	1600-2000	2000-2400	Total
Monday	0	0	1	1	1	1	4
Tuesday	0	0	11	1	2	2	5
Wednesday	0	0	1	1	1	2	5
Thursday	0	0	1	1	1	2	5
Friday	0	0	1	1	0	2	3
Saturday	0	0	0	0	0	0	0
Sun/Hol	U	0	0	0	0	0	0



# EXHIBIT 5 Fuel Services Workload Data

Fiscal Year 2001

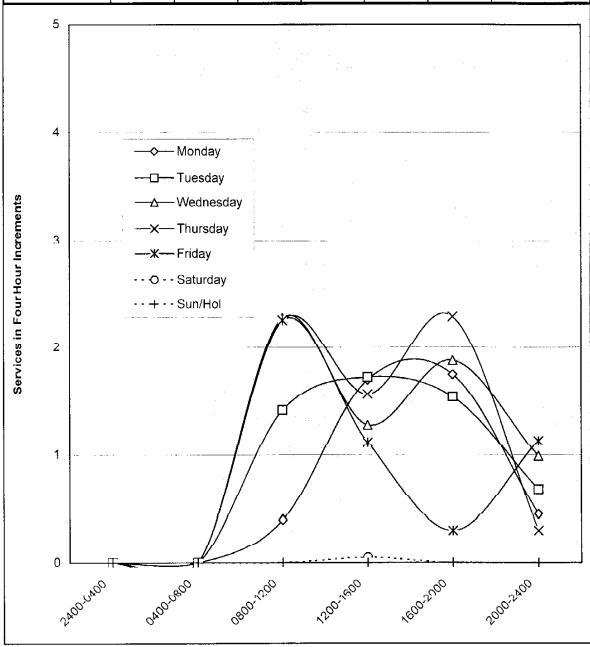
						·	<u> </u>	
M	onth	TrksWkdys	PitsWkdys	TrksWknds	PitsWknds	TotalTrks	TotalPits	Total
0	ct-00	1093	116	142	0	1235	116	1351
N	ov-00	858	79	104	0	962	79	1041
D	ec-00	753	66	37	1	790	67	857
.l:	an-01	959	119	139	О	1098	119	1217
F	eb-01	850	128	137	0	987	128	1115
M	lar-01	0	0	0	0	0	0	0
	pr-01	0	0	0	0	0	0	0
	ay-01	0	0	0	0	0	0	0
	un-01	0	0	0	0	0	0	0
	ul-01	0	0	0	0	0	0	0
	ug-01	0	0	0	0	0	0	0
	ep-01	0	0	0	0	0	0	0
Yea	ar Total	4513	508	559	11	5072	509	5581
	1400 1300 1200				:	— → Trks\		
	1100	_				∆ - Trks\	Nknds	
	1000	1				- ⋅× - PitsV	Vknds	
onth	900							
ρλW	800	٩					<del>-</del>	
Servicings by Month	700	- · - · · ·	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~					
Serv	600							
	500	··	<u></u>				<u> </u>	
	400							
	300			1	······································			
	200	Α	Δ	۱ ۵	<u> </u>		··	
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	o <sup>c</sup>	, × ×	coo sano	(abo) Maro)	Potro, Maro,	Juno, Jul	o' pugo'	

EXHIBIT 5
Typical Truck Services Workload Data by Day of the Week
Fiscal Year 2001

	Day	2	400-0400	0400-0800	0800-1200	1200-1600	1600-2000	2000-2400	Total
	Monday		1	4	7	11	10	9	18
	Tuesday		2	3	9	11	10	5	40
	<i>N</i> ednesda <sub>2</sub>	у	4	4	11	16	11	7	22
	Thursday		5	5	10	13	10	8	21
	Friday		2	4	7	9	4	1	11
	Saturday		0	1	2	2	2	0	3
ļ	Sun/Hol		0	1	2	2	4	3	5
Services in Four Hour Increments	25			Monday Tuesday Wednesday Thursday			×		
Services in Fo	10		<u></u>				*	X	×
	5	<u>X</u>			,,,,,+		<b>4</b> :	***************************************	X - + × 0
	o L	<del></del>	0400	Solo (	2800. Jog	,20°,600	, sooi	100°	900-2400

EXHIBIT 5
Typical Pit Services Workload Data by Day of the Week

Day	2400-0400	0400-0800	0800-1200	1200-1600	1600-2000	2000-2400	Total
Monday	0	0	0	2	2	0	2
Tuesday	0	0	1	2	2	1	3
Wednesday	0	0	2	1	2	1	3
Thursday	0	Ü	2	2	2	0	3
Friday	0	0	2	1	0	1	2
Saturday	0	0	0	0	0	0	0
Sun/Hol	0	0	0	0	0	0	0





#### WAGE DETERMINATION NO: 94-2561 REV (20) AREA: WA,ISLAND COUNTY

WAGE DETERMINATION NO: 94-2561 KEV (20) AREA: WA,ISLAND COUNTY
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*

WASHINGTON D.C. 20210

| Wage Determination No.: 1994-2561William W.Gross

Director Wage Determinations| Date Of Last Revision: 09/19/2000

State: Washington

Arca: Washington Counties of Island, San Juan, Skagit

	1 Tintinum	
**Fringe Benefits Required Follow the Occupationa	Listing** MINIMUM WAGE	RATE
OCCUPATION TITLE Administrative Support and Clerical Occupations	HINIMON WAGE	1/471
Accounting Clerk I		9.79
Accounting Clerk II		10.69
Accounting Clerk III		12.43
Accounting Clerk IV		15.17
Court Reporter		12.87
Dispatcher, Motor Vehicle		12.87
Document Preparation Clerk		11.37
Duplicating Machine Operator		11.36
Film/Tape Librarian		11.02
General Clerk I		8.79
General Clerk II		8.91
General Clerk III		11.36
General Clerk IV		13.40
Housing Referral Assistant		14.31
Key Entry Operator I		10.40
Key Entry Operator II		12.69
Messenger (Courier)		8.79
Order Clerk I		9.43
Order Clerk II		10.32
Personnel Assistant (Employment) I		9.82
Personnel Assistant (Employment) II		11.02
Personnel Assistant (Employment) III		13.49
Personnel Assistant (Employment) IV		14.28
Production Control Clerk		14.31
Rental Clerk		11.02
Scheduler, Maintenance		11.02
Secretary I		11.02
Secretary II		12.87
Secretary III		14.31
Secretary IV		15.88
Secretary V		20.03
Service Order Dispatcher		10.77
Stenographer I		12,04
Stenographer II		13.52
Supply Technician		15.88
Survey Worker (Interviewer)		12.87
Switchboard Operator-Receptionist		10.04
Test Examiner		12.87
Test Proctor		12.87
Travel Clerk I		9.69 10.20
Travel Clerk II		10.75
Travel Clerk III		10.75
word Processor I		
Word Processor II		12.46

Word Processor III	16.96
Automatic Data Processing Occupations	11 67
Computer Data Librarian	11.57 11.57
Computer Operator I	12.59
Computer Operator II	15.11
Computer Operator III Computer Operator IV	16.80
Computer Operator V	18.60
Computer Programmer I (1)	13.05
Computer Programmer II (1)	15.94
Computer Programmer III (1)	20.37
Computer Programmer IV (1)	24.66
Computer Systems Analyst I (1)	20.31
Computer Systems Analyst II (1)	22.97
Computer Systems Analyst III (1)	27.04
Peripheral Equipment Operator	11.57
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	19.62
Automotive Glass Installer	18.05
Automotive Worker	18.05
Electrician, Automotive	18.85
Mobile Equipment Servicer	16.29
Motor Equipment Metal Mechanic	19.62
Motor Equipment Metal Worker	18.05
Motor Vehicle Mechanic	19.62
Motor Vehicle Mechanic Helper	15.50
Motor Vehicle Upholstery Worker	17.08
Motor Vehicle Wrecker	18.05
Painter, Automotive	18.85
Radiator Repair Specialist	20.22
Tire Repairer	15.74
Transmission Repair Specialist	19.62
Food Preparation and Service Occupations	11 66
Baker	11.65
Cook I	10.88 11.65
Cook II	9.21
Dishwasher	9.21
Food Service Worker	11.65
Meat Cutter	9.69
Waiter/Waitress Furniture Maintenance and Repair Occupations	J. 02
Electrostatic Spray Painter	21.01
Furniture Handler	16.89
Furniture Refinisher	21.01
Furniture Refinisher Helper	18.28
Furniture Repairer, Minor	19.65
upholsterer	21,01
General Services and Support Occupations	
Cleaner, Vehicles	9,21
Elevator Operator	9.21
Gardener	10.88
House Keeping Aid I	8.70
House Keeping Aid II	9.21
Janitor	9.21
Laborer, Grounds Maintenance	9.69
Maid or Houseman	8.69
Post Controller	11.26
Refuse Collector	9.21
Tractor Operator	
Tractor Operator Window Cleaner	
	9.69
Window Cleaner Health Occupations Dental Assistant	9.69 11.18
Window Cleaner Health Occupations Dental Assistant	9.69 11.18 11.18
Window Cleaner Health Occupations	9.69 11.18 11.18 8.90
Window Cleaner Health Occupations Dental Assistant Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver Licensed Practical Nurse I	9.69 11.18 11.18 8.90 9.99
Window Cleaner Health Occupations Dental Assistant Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	9.69 11.18 11.18 8.90 9.99 11.10
Window Cleaner Health Occupations Dental Assistant Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver Licensed Practical Nurse I Licensed Practical Nurse II	10.47 9.69 11.18 11.18 8.90 9.99 11.10 9.99 9.99

Medical Record Clerk Medical Record Technician Nursing Assistant II Nursing Assistant III Nursing Assistant IV Pharmacy Technician Phlebotomist Registered Nurse I Registered Nurse II Registered Nurse III, Specialist Registered Nurse IIII	9.99 13.85 7.26 8.16 8.90 9.99 12.46 9.99 13.85 16.94 16.94 20.50 20.50 24.57
Information and Arts Occupations Audiovisual Librarian Exhibits Specialist II Exhibits Specialist III Exhibits Specialist III Illustrator I Illustrator II Illustrator III Librarian Library Technician Photographer I Photographer II Photographer III Photographer IV Photographer V	15.88 15.02 17.60 21.33 15.02 17.60 21.33 20.03 12.87 13.23 17.62 19.69 24.07 29.15
Laundry, Dry Cleaning, Pressing and Related Occupations Assembler Counter Attendant Dry Cleaner Finisher, Flatwork, Machine Presser, Hand Presser, Machine, Drycleaning Presser, Machine, Shirts Presser, Machine, Wearing Apparel, Laundry Sewing Machine Operator Tailor Washer, Machine	7.68 7.60 9.86 7.68 7.68 7.68 7.68 10.55 11.23 8.49
Machine Tool Operation and Repair Occupations Machine-Tool Operator (Toolroom) Tool and Die Maker	21.01 23.74
Material Handling and Packing Occupations Forklift Operator Fuel Distribution System Operator Material Coordinator Material Expediter Material Handling Laborer Order Filter Production Line Worker (Food Processing) Shipping Packer Shipping Packer Shipping/Receiving Clerk Stock Clerk (Shelf Stocker; Store Worker II) Store Worker I Tools and Parts Attendant Warehouse Specialist Mechanics and Maintenance and Repair Occupations Aircraft Mechanic Aircraft Mechanic Helper Aircraft Quality Control Inspector Aircraft Servicer Aircraft Worker Appliance Mechanic Bicycle Repairer Cable Splicer Carpenter, Maintenance	15.35 16.35 15.38 15.38 12.98 10.92 13.55 10.87 14./3 12.36 13.55 13.55 21.71 18.28 26.64 19.65 20.33 21.01 19.33 21.71 21.01

Carpet Layer Electrician, Maintenance Electronics Technician, Maintenance I Electronics Technician, Maintenance II Flactronics Technician, Maintenance III Fabric Worker Fire Alarm System Mechanic Fire Extinguisher Repairer Fuel Diotribution System Mechanic General Maintenance Worker Heating, Refrigeration and Air Conditioning Mechanic Heavy Equipment Mechanic Heavy Equipment Mechanic Laborer Locksmith Machinery Maintenance Mechanic Machinist, Maintenance Maintenance Trades Helper Millwright Office Appliance Repairer Painter, Maintenance Pipefifter, Maintenance Plumber, Maintenance Plumber, Maintenance Plumber, Maintenance Scale Mechanic Sheet-Metal Worker, Maintenance Small Engine Mechanic I Telecommunication Mechanic II	21.01 23.45 18.46 19.72 24.48 19.65 21.71 18.97 21.71 21.71 21.71 21.71 13.04 21.01 21.75 20.67 18.28 21.71
Miscellaneous Occupations Animal Caretaker Carnival Equipment Operator Carnival Equipment Repairer Carnival Worker Cashier Desk Clerk Embalmer Lifeguard Mortician Park Attendant (Aide) Photofinishing Worker (Photo Lab Tech., Darkroom Tech) Recreation Specialist Recycling Worker Sales Clerk School Crossing Guard (Crosswalk Attendant) Sport Official Survey Party Chier (Chief of Party) Surveying Aide Surveying Technician (Instr. Person/Surveyor Asst./Instr.) Swimming Pool Operator Vending Machine Attendant Vending Machine Repairer Vending Machine Repairer Helper Personal Needs Occupations	10.09 10.47 10.88 9.21 9.19 11.28 16.94 10.04 12.62 10.04 15.61 10.47 10.04 9.21 10.04 22.26 10.80 14.80 11.65 10.47 11.65
Child Care Attendant Child Care Center Clerk Chore Aid Homemaker Plant and System Operation Occupations	8.55 9.21 13.95
Boiler Tender	21.71

Sewage Plant Operator Stationary Engineer Ventilation Equipment Tender Water Treatment Plant Operator	21.01 21.71 18.28 21.01
Protective Service Occupations Alarm Monitor Corrections Officer Court Security Officer Detention Officer Firefighter Guard I Guard II Police Officer	11.64 18.00 19.26 18.00 19.55 6.73 11.64 22.10
Stevedoring/Longshoremen Occupations Blocker and Bracer Hatch Tender Line Handler Stevedore I Stevedore II	15.07 15.07 15.07 14.56 15.58
Technical Occupations Air Traffic Control Specialist, Center (2) Air Traffic Control Specialist, Station (2) Air Traffic Control Specialist, Station (2) Air Traffic Control Specialist, Terminal (2) Archeological Technician I Archeological Technician III Archeological Technician III Cartographic Technician Civil Engineering Technician Computer Based Training (CBT) Specialist/ Instructor Drafter I Drafter II Drafter III Drafter III Drafter IV Engineering Technician I Engineering Technician III Engineering Technician III Engineering Technician IV Engineering Technician V Engineering Technician V Engineering Technician V Engineering Technician Flight Simulator/Instructor (Pilot) Graphic Artist Instructor Laboratory Technician Mathematical Technician Paralegal/Legal Assistant I Paralegal/Legal Assistant III Paralegal/Legal Assistant III Paralegal/Legal Assistant IV Photooptics Technician Technical Writer Unexploded (UXO) Safety Escort Unexploded (UXO) Safety Escort Unexploded Ordnance (UXO) Technician II Unexploded Ordnance (UXO) Technician III Weather Observer, Combined Upper Air and Surface Programs (3) Weather Observer, Senior (3)	26.66 18.39 20.24 14.20 15.90 19.69 19.69 19.30 11.78 13.289 13.47 15.11 17.95 22.23 27.61 32.91 17.12 22.97 19.30 16.13 13.72 19.69 12.87 15.88 19.42 23.47 19.69 16.94 16.94 16.94 16.94 16.94 16.95 15.18 15.11
Weather Observer, Upper Air (3) Transportation/ Mobile Equipment Operation Occupations Bus Driver Parking and Lot Attendant Shuttle Bus Driver Taxi Driver Truckdriver, Heavy Truck Truckdriver, Light Truck Truckdriver, Medium Truck Truckdriver, Tractor-Trailer	12.32 7.88 9.32 8.96 16.22 9.32 11.81 16.76

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:
HEALTH & WELFARE: \$1.92 an hour or \$76.80 a week or \$332.80 a month.
VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3
weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span
of continuous service with the present contractor or successor, wherever employed, and with
the predecessor contractors in the performance of similar work at the same Federal
facility. (Reg. 29 CFR 4.173)
HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King
Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus
Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for

any of the named holidays another day off with pay in accordance with a plan communicated

to the employees involved.) (See 29 CFR 4.174)
THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
  2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard including working with or in close proximity to explosives and incendiary materials involved in research, testing, manufacturing, inspection, renovation, maintenance, and disposal. Such as: Screening, blending, dying, mixing, and pressing of sensitive explosives pyrotechnic compositions such as lead azide, black powder and photoflash power. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard. Including working with or in close proximity to explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation and, possibly adjacent employees, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used.

All operations involving, unloading, storage, and hauling of explosive and incendiary ordnance material other than small arms ammunition. (Distribution of raw nitroglycerine is covered under high degree hazard.)

\*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance: The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective hargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs. \*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 {3F 1444}}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

